

FRAMEWORK SCHEDULE 4

RM3804 TECHNOLOGY SERVICES 2 CALL OFF TERMS

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ADDITIONAL CLAUSES (AS REQUIRED BY THE CUSTOMER IN THE ORDER FORM):

- A2. KEY PERSONNEL
- A3. STAFF TRANSFER
- A4. EXIT MANAGEMENT
- B1. BUSINESS CONTINUITY AND DISASTER RECOVERY
- B2. CONTINUED PERFORMANCE AND BENCHMARKING
- B3. SUPPLIER EQUIPMENT
- B4. MAINTENANCE OF THE ICT ENVIRONMENT
- C. CALL OFF GUARANTEE
- D. RELEVANT CONVICTIONS
- E. SECURITY REQUIREMENTS

CALL OFF SCHEDULES:

CALL OFF SCHEDULE 1- DEFINITIONS

CALL OFF SCHEDULE 2- CALL OFF CONTRACT CHARGES, PAYMENTS AND INVOICING

CALL OFF SCHEDULE 4- DISPUTE RESOLUTION PROCEDURE

CALL OFF SCHEDULE 5- VARIATION

CALL OFF SCHEDULE 6- TRANSPARENCY REPORTS

CALL OFF SCHEDULE 7- SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

CALL OFF SCHEDULE 8- CORPORATE RESPONSIBILITY

CALL OFF SCHEDULE 9- CALL OFF SPECIFICATION

CALL OFF SCHEDULE 10- FINANCIAL DIFFICULTIES

CALL OFF SCHEDULE 11- INSTALLATION WORKS

ADDITIONAL CALL OFF SCHEDULES (AS REQUIRED BY THE CUSTOMER IN THE ORDER FORM)

CALL OFF SCHEDULE A1- TESTING

CALL OFF SCHEDULE A3- STAFF TRANSFER

CALL OFF SCHEDULE A4- EXIT MANAGEMENT

CALL OFF SCHEDULE B1- BUSINESS CONTINUITY AND DISASTER RECOVERY

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CALL OFF SCHEDULE E- SECURITY REQUIREMENTS

APPENDIX K- IMPLEMENTATION PLAN

CALL OFF TERMS

TERMS AND CONDITIONS

A. PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Call Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions) or the relevant Call Off Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in Call Off Schedule 1 (Definitions) or relevant Call Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, 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 this Call Off 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 Crown 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 this Call Off Contract;
 - 1.3.8 references to "**Clauses**" and "**Call Off Schedules**" are, unless otherwise provided, references to the clauses and schedules of this Call Off Contract and references in any Call Off Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Call Off Schedule in which these references appear;
 - 1.3.9 where definitions or interpretations are expressly set out in Call Off Schedule F (Collaboration Agreement), then the definitions and interpretations specified therein shall apply only in the context of that Schedule where used; and
 - 1.3.10 the headings in this Call Off Contract are for ease of reference only and shall not affect the interpretation or construction of this Call Off Contract.
- 1.4 Subject to Clauses 1.5 and 1.6 (Definitions and Interpretation), in the event of and only to the extent of any conflict between the Order Form, the Call Off Terms and the

provisions of the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- 1.4.1 the Framework Agreement, except Framework Schedule 18 (Tender);
- 1.4.2 the Order Form;
- 1.4.3 the Call Off Terms;
- 1.4.4 Framework Schedule 18 (Tender);
- 1.4.5 the Collaboration Agreement (Schedule 13), where used.

1.5 Any permitted changes by the Customer to the Template Call Off Terms and the Template Order Form under Clause 4 (Call Off Procedure) of the Framework Agreement and Framework Schedule 5 (Call Off Procedure) prior to them becoming the Call Off Terms and the Call Off Form shall prevail over the Framework Agreement.

1.6 Where any tender by the Supplier at further competition or the Tender contains provisions which are more favourable to the Customer in relation to this Call Off Contract, such provisions of the tender submitted at further competition or the Tender shall prevail. The Customer shall in its absolute and sole discretion determine whether any provision in the tender submitted at further competition or the Tender is more favourable to it in this context.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

- 2.1.1 the Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Call Off Contract;
- 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information and that it has entered into this Call Off Contract in reliance on its own due diligence alone;
- 2.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Customer before the Call Off Commencement Date) of all relevant details, including but not limited to, details relating to the:
 - (a) suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Call Off Commencement Date) future Operating Environment;
 - (b) operating processes and procedures and the working methods of the Customer;
 - (c) ownership, functionality, capacity, condition and suitability for use in the provision of the Services of the Customer Assets; and
 - (d) existing contracts (including any licences, support, maintenance and other agreements 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 Call Off Contract and/or which the Supplier will require the benefit of for the provision of the Services; and

2.1.4 it has advised the Customer in writing of:

- (a) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
 - (b) the actions needed to remedy each such unsuitable aspect; and
 - (c) a timetable for and the costs of those actions.
- 2.1.5 the Supplier shall not be excused from the performance of any of its obligations under this Call Off Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
 - (a) unsuitable aspects of the Operating Environment;
 - (b) misinterpretation of the requirements of the Customer in the Order Form or elsewhere in this Call Off Contract; and/or
 - (c) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.

3. REPRESENTATIONS AND WARRANTIES

3.1 Each Party represents and warranties that:

- 3.1.1 it has full capacity and authority to enter into and to perform this Call Off Contract;
- 3.1.2 this Call Off Contract is executed by its duly authorised representative;
- 3.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Call Off Contract; and
- 3.1.4 its obligations under this Call Off Contract constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

3.2 The Supplier represents and warrants that:

- 3.2.1 it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 3.2.2 it has all necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into this Call Off Contract;
- 3.2.3 its execution, delivery and performance of its obligations under this Call Off Contract does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;

- 3.2.4 to the best of the Supplier's knowledge, as at the Call Off Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation to its tender submitted to the Customer under a Further Competition Procedure and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Call Off Contract;
- 3.2.5 as at the Call Off Commencement Date, it has notified the Customer in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
- 3.2.6 it has and shall continue to have all necessary rights in and to the Licensed Software, the Third Party IPR, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Customer which are necessary for the performance of the Supplier's obligations under this Call Off Contract including the receipt of the Services by the Customer;
- 3.2.7 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer;
- 3.2.8 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Call Off Contract;
- 3.2.9 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and
- 3.2.10 for the Call Off Contract Period and for a period of twelve (12) months after the termination or expiry of this Call Off Contract, the Supplier shall not employ or offer employment to any staff of the Customer which have been associated with the provision of the Services without Approval or the prior written consent of the Customer, which shall not be unreasonably withheld. However this Clause 3.2.10 shall not preclude the Supplier's rights to (i) make generalised searches for employees by the use of advertisements in the media (including by any recruitment agency), (ii) hire any employee of the Customer who approaches the Supplier on an unsolicited basis; or (iii) solicit for employment or hire any such employee who ceases to be employed by the Customer.

3.3 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Call Off Contract.

3.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 3.1 and 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

3.5 For the avoidance of doubt, the fact that any provision within this Call Off Contract is expressed as a warranty shall not preclude any right of termination the Customer may

have in respect of breach of that provision by the Supplier which constitutes a material Default.

B. DURATION OF CALL OFF CONTRACT

4. CALL OFF CONTRACT PERIOD

4.1 This Call Off Contract shall commence on the Call Off Commencement Date and the term of this Call Off Contract shall be the Call Off Contract Period.

C. CALL OFF CONTRACT PERFORMANCE

5. IMPLEMENTATION PLAN

5.1 Formation of Implementation Plan

- 5.1.1 Where the Parties agreed in section C of the Order Form that an Implementation Plan (or parts thereof) shall be provided in draft by the Supplier prior to the commencement of the provision of the Services, the Supplier's draft must contain information at the level of detail necessary to manage the implementation stage effectively and as the Customer may require. The draft Implementation Plan shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 5.1.2 The Supplier shall submit the draft Implementation Plan to the Customer for Approval (such decision of the Customer to Approve or not shall not be unreasonably delayed or withheld) within such period as specified by the Customer in section C of the Order Form.
- 5.1.3 The Supplier shall perform each of the Deliverables identified in the Implementation Plan by the applicable date assigned to that Deliverable in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 5.1.4 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and any other requirements of the Customer as set out in the Order Form and report to the Customer on such performance.

5.2 Control of Implementation Plan

- 5.2.1 Subject to Clause 5.2.2, the Supplier shall keep the Implementation Plan under review in accordance with the Customer's instructions and ensure that it is maintained and updated on a regular basis as may be necessary to reflect the then current state of the provision of the Services. The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 5.2.2 Changes to the Milestones (if any), Milestone Payments (if any) and Delay Payments (if any) shall only be made in accordance with the Variation Procedure and provided that the Supplier shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer Cause which affects the Supplier's ability to achieve a Milestone by the relevant Milestone Date).
- 5.2.3 Where so specified by the Customer in the Implementation Plan or the Order Form, time in relation to compliance with a date, Milestone Date or period shall be of the essence and failure of the Supplier to comply with

such date, Milestone Date or period shall be a material Default unless the Parties expressly agree otherwise.

5.3 Rectification of Delay in Implementation

5.3.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Call Off Contract:

- (a) it shall:
 - (i) notify the Customer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay; and
 - (ii) include in its notification an explanation of the actual or anticipated impact of the Delay; and
 - (iii) comply with the Customer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - (iv) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and
- (b) if the Delay or anticipated Delay relates to a Milestone in respect which a Delay Payment has been specified in the Implementation Plan, Clause 5.4 (Delay Payments) shall apply.

5.4 Delay Payments

5.4.1 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 Customer such Delay Payments (calculated as set out by the Customer in the Implementation Plan) and the following provisions shall apply:

- (a) 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 Customer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- (b) Delay Payments shall be the Customer's exclusive financial remedy for the Supplier's failure to Achieve a corresponding Milestone by its Milestone Date except where:
 - (i) the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 30 (Customer Termination Rights) except Clause 30.7 (Termination Without Cause); or
 - (ii) the delay exceeds the number of days ("the "Delay Period Limit") specified in section C of the Order Form for the purposes of this sub-Clause, commencing on the relevant Milestone Date;
- (c) the Delay Payments will accrue on a daily basis from the relevant Milestone Date and shall continue to accrue until the date when the Milestone is Achieved (unless

otherwise specified by the Customer in the Implementation Plan);

- (d) no payment or concession to the Supplier by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver complies with Clause 37 (Waiver and Cumulative Remedies) and refers specifically to a waiver of the Customer's rights to claim Delay Payments; and
- (e) the Supplier waives absolutely any entitlement to challenge the enforceability in whole or in part of this Clause 5.4.1 and Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 25 (Liability).

6. SERVICES

6.1 Provision of the Services

- 6.1.1 The Supplier acknowledges and agrees that the Customer relies on the skill and judgment of the Supplier in the provision of the Services and the performance of its obligations under this Call Off Contract.
- 6.1.2 The Supplier shall ensure that the Services:
 - (a) comply in all respects with any description of the Services in the Order Form; and
 - (b) are supplied in accordance with the provisions of this Call Off Contract or the Tender.
- 6.1.3 The Supplier shall perform its obligations under this Call Off Contract in accordance with:
 - (a) all applicable Law;
 - (b) Good Industry Practice;
 - (c) the Standards;
 - (d) the Security Policy;
 - (e) the Quality Plans;
 - (f) the ICT Policy (if so required by the Customer); and
 - (g) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 1.1.1(a) to 1.1.1(f).
- 6.1.4 The Supplier shall:
 - (a) at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Call Off Contract;
 - (b) subject to Clause 15.1 (Variation Procedure), obtain, and maintain throughout the duration of this Call Off Contract, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;

- (c) ensure that:
 - (i) the release of any new Supplier Software or upgrade to any Supplier Software complies with the interface requirements of the Customer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Customer three (3) Months before the release of any new Supplier Software or Upgrade;
 - (ii) 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;
 - (iii) any products or services recommended or otherwise specified by the Supplier for use by the Customer in conjunction with the Deliverables and/or the Services shall enable the Deliverables and/or Services to meet the requirements of the Customer;
 - (iv) the Supplier System and Supplier Assets will be free of all encumbrances (except as agreed in writing with the Customer) and will be Euro Compliant; and
 - (v) the Services are fully compatible with any Customer Software, Customer System, Customer Property or Customer Assets described in the Order Form or otherwise used by the Supplier in connection with this Call Off Contract;
- (d) minimise any disruption to the Sites Services, the ICT Environment and/or the Customer's operations when providing the Services;
- (e) ensure that any Documentation and training provided by the Supplier to the Customer are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- (f) co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the Call Off Expiry Date for any reason, to enable the timely transition of the supply of the Services (or any of them) to the Customer and/or to any Replacement Supplier;
- (g) Not Used;
- (h) provide the Customer with such assistance as the Customer may reasonably require during the Call Off Contract Period in respect of the supply of the Services;
- (i) deliver the Services in a proportionate and efficient manner;
- (j) ensure that neither it, nor any of its Affiliates, embarrasses the Customer or otherwise brings the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust

that the public places in the Customer, regardless of whether or not such act or omission is related to the Supplier's obligations under this Call Off Contract; and

- (k) gather, collate and provide such information and co-operation as the Customer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Call Off Contract.

- 6.1.5 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

6.2 Time of Delivery of the Services

- 6.2.1 The Supplier shall provide the Services on the date(s) specified in the Order Form and the Milestone Dates (if any). Such provision shall include compliance with the obligation on the Supplier set out in Clause 5 (Implementation Plan).

6.3 Location and Manner of Delivery of the Services

- 6.3.1 Except where otherwise provided in this Call Off Contract, the Supplier shall provide the Services to the Customer through the Supplier Personnel at the Sites.
- 6.3.2 The Customer may inspect and examine the manner in which the Supplier provides the Services at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.

6.4 Undelivered Services

- 6.4.1 In the event that any of the Services are not Delivered in accordance with Clauses 6.1 (Provision of the Services), 6.2 (Time of Delivery of the Services) and 6.3 (Location and Manner of Delivery of the Services) ("**Undelivered Services**"), the Customer, without prejudice to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Call Off Contract Charges for the Services that were not so Delivered until such time as the Undelivered Services are Delivered.
- 6.4.2 The Customer may, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising, deem the failure to comply with Clauses 6.1, (Provision of the Services), 6.2 (Time of Delivery of the Services) and 6.3 (Location and Manner of Delivery of the Services) and meet the relevant Milestone Date (if any) to be a material Default.

6.5 Specially Written Software warranty

- 6.5.1 The Supplier warrants to the Customer that all components of the Specially Written Software shall:

- (a) be free from material design and programming errors;
- (b) perform in all material respects in accordance with the relevant specifications contained in the Order Form and Documentation; and
- (c) not infringe any Intellectual Property Rights.

6.6 Obligation to Remedy of Default in the Supply of the Services

- 6.6.1 Subject to Clauses 22.9.2 and 22.9.3 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clauses 6.4.2 (Undelivered Services) and 27 (Customer Remedies for Default)), the Supplier shall, where practicable:
- (a) remedy any breach of its obligations in Clause 6 within ten (10) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or such other time period agreed by the Parties; and
 - (b) meet all the costs of, and incidental to, the performance of such remedial work.

6.7 Continuing Obligation to Provide the Services

- 6.7.1 The Supplier shall continue to perform all of its obligations under this Call Off Contract and shall not suspend the provision of the Services, notwithstanding:
- (a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call Off Contract;
 - (b) the existence of an unresolved Dispute; and/or
 - (c) any failure by the Customer to pay any Call Off Contract Charges,
 - (d) unless the Supplier is entitled to terminate this Call Off Contract under Clause 31.1 (Termination on Customer Cause for Failure to Pay) for failure by the Customer to pay undisputed Call Off Contract Charges.

7. STANDARDS AND QUALITY

- 7.1 The Supplier shall at all times during the Call Off Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.
- 7.2 If so required by the Customer the Supplier shall develop, within such period as specified by the Customer in section C of the Order Form, quality plans that ensure that all aspects of the Services 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**").
- 7.3 The Supplier shall seek Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed) of the Quality Plans before implementing them. The Supplier acknowledges and accepts that Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Services are provided to the standard required by this Call Off Contract.
- 7.4 Throughout the Call Off Contract Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by the Customer, of the Services. The adoption of any such new or emergent standard or change to existing Standards, and any additional costs of complying with any new Customer or non-mandatory standard or changes to existing Customer or non-mandatory existing Standards, shall be agreed in accordance with the Variation Procedure. Any change to an existing Standard which is included in Framework Schedule 2 (Services and Key Performance Indicators) shall, in addition, require the written consent of the Authority.
- 7.5 Where a new or emergent standard is to be developed or introduced by the Customer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Customer's receipt of the Services is explained to the Customer (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.

7.6 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Call Off Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard or Standards shall require Approval (and the written consent of the Authority where the relevant Standard or Standards is/are included in Framework Schedule 2 (Services and Key Performance Indicators)) and shall be implemented within an agreed timescale.

7.7 Following the approval by the Customer of the Quality Plans:

7.7.1 the Supplier shall implement all Deliverables in accordance with the Quality Plans; and

7.7.2 any Variation to the Quality Plans shall be agreed in accordance with the Variation Procedure.

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

7.8.1 be appropriately experienced, qualified and trained to supply the Services in accordance with this Call Off Contract;

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

7.8.3 obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Services to the reasonable satisfaction of the Customer.

7.9 Where a standard, policy or document is referred to in the Order Form by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Customer and the Parties shall agree the impact and implementation of such change, and any additional costs of complying with changes to existing Customer or non-mandatory existing Standards, in accordance with the Variation Procedure .

8. SERVICE LEVELS AND SERVICE CREDITS

8.1 The Parties shall comply with the provisions of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring).

8.2 The Supplier shall at all times during the Call Off Contract Period provide the Services to meet or exceed the Service Level Threshold for each Service Level Performance Criterion.

8.3 The Supplier acknowledges that any Service Level Failure may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in the provisions of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring) including the right to any Service Credits.

8.4 The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier's failure to meet any Service Level Threshold.

8.5 A Service Credit shall be the Customer's sole and exclusive financial remedy for a Service Level Failure except where:

8.5.1 the Customer is entitled to exercise any other rights set out in the Call Off Contract; or

8.5.2 the Service Level Failure has arisen due to a Prohibited Act or wilful Default by the Supplier or any Supplier Personnel.

8.6 Not more than once in each Contract Year the Customer 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 Level Performance Criteria and the Supplier shall not be entitled to object to, or increase the Call Off Contract Charges as a result of such changes, provided that:

- 8.6.1 the total number of Service Level Performance Criteria for which the weighting is to be changed does not exceed the number set out, for the purposes of this Clause 8.6, in section C of the Order Form;
- 8.6.2 the principal purpose of the change is to reflect changes in the Customer's business requirements and/or priorities or to reflect changing industry standards; and
- 8.6.3 there is no change to the Service Credit Cap.

9. CRITICAL SERVICE LEVEL FAILURE

9.1 On the occurrence of a Critical Service Level Failure:

- 9.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 9.1.2 the Customer shall (subject to the Service Credit Cap set out in Clause 1.1.1(a) (Financial Limits)) be entitled to withhold and retain as compensation for the Critical Service Level Failure a sum equal to any Call Off Contract 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 Clause 9.1 shall be without prejudice to the right of the Customer to terminate this Call Off Contract and/or to claim damages from the Supplier for material Default as a result of such Critical Service Level Failure.

9.2 The Supplier:

- 9.2.1 agrees that the application of Clause 9.1 is commercially justifiable where a Critical Service Level Failure occurs; and
- 9.2.2 acknowledges that it has taken legal advice on the application of Clause 9.1 and has had the opportunity to price for that risk when calculating the Call Off Contract Charges.

10. DISRUPTION

- 10.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Call Off Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.
- 10.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Supplier Personnel or others, which affects or might affect the Supplier's ability at any time to perform its obligations under this Call Off Contract.
- 10.3 In the event of industrial action by the Supplier Personnel, the Supplier shall seek Approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under this Call Off Contract.
- 10.4 If the Supplier's proposals referred to in Clause 10.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may terminate this Call Off Contract for material Default.
- 10.5 If the Supplier is temporarily unable to fulfil the requirements of this Call Off Contract owing to disruption of normal business solely due to a Customer Cause, then subject to Clause 11 (Supplier Notification of Customer Cause), an appropriate allowance by way of an extension of time will be Approved by the Customer. In addition, the

Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

11. SUPPLIER NOTIFICATION OF CUSTOMER CAUSE

11.1 Without prejudice to any other obligations of the Supplier in this Call Off Contract to notify the Customer in respect of a specific Customer Cause (including the notice requirements under Clause 31.1.1 (Termination on Customer Cause for Failure to Pay)), the Supplier shall notify the Customer as soon as reasonably practicable (and in any event within two (2) Working Days of the Supplier becoming aware) that a Customer Cause has occurred or is reasonably likely to occur, giving details of:

11.1.1 the Customer Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Call Off Contract; and

11.1.2 any steps which the Customer can take to eliminate or mitigate the consequences and impact of such Customer Cause; and

11.1.3 use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Customer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

D. CALL OFF CONTRACT GOVERNANCE

12. PERFORMANCE MONITORING

12.1 Unless otherwise Approved or notified by the Customer, the Supplier shall comply with the monitoring requirements set out in Part B of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring).

12.2 In the case of any additional or alternative monitoring requirements of the Customer, the provisions relating to performance monitoring of this Call Off Contract shall apply as set out in section C of the Order Form.

13. REPRESENTATIVES

13.1 Each Party shall have a representative for the duration of this Call Off Contract who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Call Off Contract.

13.2 The initial Supplier Representative shall be the person named as such in the Order Form. Any change to the Supplier Representative shall be agreed in accordance with Clause 18 (Supplier Personnel).

13.3 The Customer shall notify the Supplier of the identity of the initial Customer Representative within five (5) Working Days of the Call Off Commencement Date. The Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Representative or appoint a new Customer Representative.

14. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA

14.1 The Supplier shall keep and maintain for seven (7) years after the Call Off Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Call Off Contract including the Services provided under it, any Sub-Contracts and the amounts paid by the Customer.

14.2 The Supplier shall:

14.2.1 keep the records and accounts referred to in Clause 14.1 in accordance with Good Industry Practice and Law; and

14.2.2 afford any Auditor access to the records and accounts referred to in Clause 14.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Call Off Contract Period and the period specified in Clause 14.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Call Off Contract Agreement including for the following purposes to:

- (a) verify the accuracy of the Call Off Contract Charges and any other amounts payable by the Customer under this Call Off Contract (and any proposed or actual variations to them in accordance with this Call Off Contract);
- (b) verify the costs of the Supplier (including the costs of all Sub-Contractors 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 Sub-Contractor's compliance with the applicable Law;
- (e) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened Breach of Security and in these circumstances the Customer 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, the Call Off Guarantor and/or any Sub-Contractors or their ability to perform the Services;
- (g) obtain such information as is necessary to fulfil the Customer'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 this Call Off Contract;
- (i) carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer'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 Customer has used its resources;
- (k) review any Performance Monitoring Reports provided under Part B of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring) and/or other records relating to the Supplier's performance of the provision of the Services and to verify that these reflect the Supplier's own internal reports and records;

- (l) verify the accuracy and completeness of any information delivered or required by this Call Off Contract;
- (m) inspect the ICT Environment (or any part of it) and the wider service delivery environment (or any part of it);
- (n) review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- (o) review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
- (p) review the Supplier's compliance with the Standards;
- (q) inspect the Customer Assets, including the Customer's IPRs, equipment and facilities, for the purposes of ensuring that the Customer Assets are secure and that any register of assets is up to date; and/or
- (r) review the integrity, confidentiality and security of the Customer Data.

14.3 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Customer.

14.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:

14.4.1 all reasonable information requested by the Customer within the scope of the audit;

14.4.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and

14.4.3 access to the Supplier Personnel.

14.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 14, unless the audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

15. CHANGE

15.1 Variation Procedure

15.1.1 Subject to the provisions of this Clause 15 and of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing), either Party may request a variation to this Call Off Contract provided that such variation does not amount to a material change of this Call Off Contract within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "**Variation**".

15.1.2 A Party may request a Variation by completing and sending the Variation Form to the other Party giving sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred.

15.1.3 The Customer may require the Supplier to carry out an impact assessment of the Variation on the Services (the "**Impact Assessment**"). The Impact Assessment shall be completed in good faith and shall include:

- (a) details of the impact of the proposed Variation on the Services and the Supplier's ability to meet its other obligations under this Call Off 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 Call Off Contract Charges, 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 Customer may reasonably request in (or in response to) the Variation request.

15.1.4 The Parties may agree to adjust the time limits specified in the Variation request to allow for the preparation of the Impact Assessment.

15.1.5 Subject to 15.1.4, the receiving Party shall respond to the request within the time limits specified in the Variation Form. Such time limits shall be reasonable and ultimately at the discretion of the Customer having regard to the nature of the Services and the proposed Variation.

15.1.6 In the event that:

- (a) the Supplier is unable to agree to or provide the Variation; and/or
- (b) the Parties are unable to agree a change to the Call Off Contract Charges that may be included in a request of a Variation or response to it as a consequence thereof,

the Customer may:

- (i) agree to continue to perform its obligations under this Call Off Contract without the Variation; or
- (ii) terminate this Call Off Contract with immediate effect, except where the Supplier has already fulfilled part or all of the Services in accordance with this Call Off Contract or where the Supplier can show evidence of substantial work being carried out to provide the Services under this Call Off Contract, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

15.1.7 If the Parties agree the Variation, the Supplier shall implement such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in this Call Off Contract.

15.2 **Legislative Change**

15.2.1 The Supplier shall neither be relieved of its obligations under this Call Off Contract nor be entitled to an increase in the Call Off Contract Charges as the result of a:

- (a) General Change in Law;

- (b) Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Call Off Commencement Date.

15.2.2 If a Specific Change in Law occurs or will occur during the Call Off Contract Period (other than as referred to in Clause (b)), the Supplier shall:

- (a) notify the Customer as soon as reasonably practicable of the likely effects of that change including:
 - (i) whether any Variation is required to the provision of the Services, the Call Off Contract Charges or this Call Off Contract; and
 - (ii) whether any relief from compliance with the Supplier's obligations is required, including any obligation to Achieve a Milestone and/or to meet the Service Level Threshold; and
- (b) provide to the Customer with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Services; and
 - (iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Clause B2.7 (Continuous Improvement) where used, has been taken into account in amending the Call Off Contract Charges.

15.2.3 Any change in the Call Off Contract Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause (b)) shall be implemented in accordance with the Variation Procedure.

E. PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

16. CALL OFF CONTRACT CHARGES AND PAYMENT

16.1 Call Off Contract Charges

16.1.1 In consideration of the Supplier carrying out its obligations under this Call Off Contract, including the provision of the Services, the Customer shall pay the undisputed Call Off Contract Charges in accordance with the pricing and payment profile and the invoicing procedure in Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing).

16.1.2 Except as otherwise provided, each Party shall bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses A1 (Testing) where used, 14 (Records, Audit Access and Open Book Data), 23.5 (Freedom of Information), 23.6 (Data Protection).

16.1.3 If the Customer fails to pay any undisputed Call Off Contract Charges properly invoiced under this Call Off Contract, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a

daily basis from the due date up to the date of actual payment, whether before or after judgment.

- 16.1.4 If at any time during this Call Off Contract Period the Supplier reduces its Framework Prices for any Services which are provided under the Framework Agreement (whether or not such Services are offered in a catalogue, if any, which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Supplier shall immediately reduce the Call Off Contract Charges for such Services under this Call Off Contract by the same amount.

16.2 **VAT**

16.2.1 The Call Off Contract Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a Valid Invoice.

16.2.2 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call Off Contract. Any amounts due under this Clause 16.2 (VAT) shall be paid in cleared funds by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

16.3 **Retention and Set Off**

16.3.1 Not Used.

16.3.2 Not Used.

16.3.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

16.4 **Foreign Currency**

16.4.1 Any requirement of Law to account for the Services in any currency other than Sterling, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Customer.

16.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with Clause 16.4.1 by the Supplier.

16.5 **Income Tax and National Insurance Contributions**

16.5.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Call Off Contract, the Supplier shall:

- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

- (b) indemnify the Customer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services by the Supplier or any Supplier Personnel.

16.5.2 In the event that any one of the Supplier Personnel is a Worker as defined in Call Off Schedule 1 (Definitions), and that particular Worker is liable to be taxed in the UK in respect of any consideration it receives relating to the Services, then the Supplier shall ensure that its contract with the Worker includes the following requirements:

- (a) that the Worker must comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration;
- (b) that the Worker must comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to national insurance contributions in respect of that consideration;
- (c) that the Customer may, at any time during the Call Off Contract Period, request that the Worker provide information which demonstrates how the Worker complies with the above requirements (a) and (b), or why those requirements do not apply to it. In such case, the Customer may specify the information which the Worker must provide and the period within which that information must be provided;
- (d) that the Worker's contract may be terminated at the Customer's request if:
 - (i) the Worker fails to provide information requested by the Customer within the time specified by the Customer; and/or
 - (ii) the Worker provides information which the Customer considers is inadequate to demonstrate how the Worker complies with requirements (a) or (b) or confirms that the Worker is not complying with those requirements; and
- (e) that the Customer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

17. PROMOTING TAX COMPLIANCE

17.1 If, at any point during the Call Off Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

17.1.1 notify the Customer in writing of such fact within five (5) Working Days of its occurrence; and

17.1.2 promptly provide to the Customer:

- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Customer may reasonably require.

17.2 In the event that the Supplier fails to comply with this Clause 17 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable, then the Customer reserves the right to terminate this Call Off Contract for material Default.

F. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

18. SUPPLIER PERSONNEL

18.1 Supplier Personnel

18.1.1 The Supplier shall:

- (a) provide a list of the names of all Supplier Personnel requiring admission to Customer Premises, specifying the capacity in which they require admission and giving such other particulars as the Customer may reasonably require;
- (b) ensure that all Supplier Personnel:
 - (i) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
 - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards;
 - (iii) comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including the security requirements set out in Call Off Schedule E (Security), if applicable; and
 - (iv) obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Services to the reasonable satisfaction of the Customer.
- (c) subject to Call Off Schedule A3 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Customer;
- (d) be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Call Off Contract shall be a Default by the Supplier;
- (e) use all reasonable endeavours to minimise the number of changes in Supplier Personnel;

- (f) replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
- (g) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- (h) procure that the Supplier Personnel shall vacate the Customer Premises immediately upon the Call Off Expiry Date.

18.1.2 If the Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Call Off Contract, it may:

- (a) refuse admission to the relevant person(s) to the Customer Premises; and/or
- (b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

18.1.3 The decision of the Customer as to whether any person is to be refused access to the Customer Premises shall be final and conclusive.

19. SUPPLY CHAIN RIGHTS AND PROTECTION

19.1 Appointment of Sub-Contractors

19.1.1 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:

- (a) manage any Sub-Contractors in accordance with Good Industry Practice;
- (b) comply with its obligations under this Call Off Contract in the Delivery of the Services; and
- (c) assign, novate or otherwise transfer to the Customer or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Call Off Contract.

19.1.2 Prior to sub-contacting any of its obligations under this Call Off Contract, the Supplier shall notify the Customer and provide the Customer with:

- (a) the proposed Sub-Contractor's name, registered office and company registration number;
- (b) the scope of any Services to be provided by the proposed Sub-Contractor; and
- (c) where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Customer that the proposed Sub-Contract has been agreed on "arm's-length" terms.

19.1.3 If requested by the Customer within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 19.1.2, the Supplier shall also provide:

- (a) a copy of the Sub-Contract provided such Sub-Contract is entered into exclusively in connection with the provision of the Services under this Call Off Contract; and

- (b) any further information reasonably requested by the Customer.

19.1.4 The Customer may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 19.1.2 (or, if later, receipt of any further information requested pursuant to Clause 19.1.3), object to the appointment of the relevant Sub-Contractor they reasonably consider that:

- (a) the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests respectively of the Customer under this Call Off Contract;
- (b) the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
- (c) the proposed Sub-Contractor employs unfit persons,

in which case, the Supplier shall not proceed with the proposed appointment.

19.1.5 If:

- (a) the Customer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:
 - (i) the Supplier's notice issued pursuant to Clause 19.1.2; and
 - (ii) any further information requested by the Customer pursuant to Clause 19.1.3; and
- (b) the proposed Sub-Contract is not a Key Sub-Contract which shall require the written consent of the Authority and the Customer in accordance with Clause 19.2 (Appointment of Key Sub-Contractors),

the Supplier may proceed with the proposed appointment.

19.2 **Appointment of Key Sub-Contractors**

19.2.1 The Authority and the Customer have consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).

19.2.2 Where the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority and the Customer (the decision to consent not to be unreasonably withheld or delayed). The Authority and/or the Customer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them reasonably considers that:

- (a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;
- (b) the proposed Key Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
- (c) the proposed Key Sub-Contractor employs unfit persons.

19.2.3 Except where the Authority and the Customer have given their prior written consent under Clause 19.2.1, the Supplier shall ensure that each Key Sub-

Contract it enters into for the sole purpose of providing the Services under this Call Off Contract, shall include:

- (a) provisions which will enable the Supplier to discharge its obligations under this Call Off Contract;
- (b) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Customer or any Replacement Supplier;
- (c) obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Call Off Contract in respect of:
 - (i) data protection requirements set out in Clauses E (Security Requirements) where used, 23.2 (Protection of Customer Data) and 23.6 (Data Protection);
 - (ii) FOIA requirements set out in Clause 23.5 (Freedom of Information);
 - (iii) the obligation not to embarrass the Customer or otherwise bring the Customer into disrepute set out in Clause (j) (Provision of Services);
 - (iv) the keeping of records in respect of the Services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (v) the conduct of audits set out in Clause 14 (Records, Audit Access & Open Book Data);
- (d) provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Customer under Clauses 30 (Customer Termination Rights), 32 (Termination by Either Party) and 34 (Consequences of Expiry or Termination) of this Call Off Contract;
- (e) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Customer;
- (f) a provision, where a provision in Call Off Schedule A3 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key Sub-Contractor to provide such indemnity, undertaking or warranty to the Customer, Former Supplier or the Replacement Supplier as the case may be.

19.3 Supply Chain Protection

19.3.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- (a) requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;

- (b) a right for the Customer to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period; and
- (c) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by sub-clauses (a) and (b) directly above.

Also, any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.

19.3.2 The Supplier shall:

- (a) pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a Valid Invoice;
- (b) include within the Performance Monitoring Reports required under Part B of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring) a summary of its compliance with this Clause 19.3.2, such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.

19.3.3 Notwithstanding any provision of Clauses 23.3 (Confidentiality) and 24 (Publicity and Branding) if the Supplier notifies the Customer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Customer otherwise discovers the same, the Customer shall give the Supplier reasonable notice of its discovery and will give the Supplier a reasonable opportunity to investigate and rectify any undisputed late or non-payment.

19.3.4 The Customer shall not be entitled to publish the details of the late or non-payment (including on government websites and in the press) until it has given the Supplier a reasonable opportunity to investigate and rectify and late or non-payment in accordance with Clause 19.3.1 and provides the Supplier with reasonable notice of its intention to publish any details.

19.4 **Termination of Sub-Contracts**

19.4.1 The Customer may require the Supplier to terminate:

- (a) a Sub-Contract where:
 - (i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Customer's right of termination pursuant to any of the termination events in Clause 30 (Customer Termination Rights) except Clause 30.7 (Termination Without Cause); and/or
 - (ii) the relevant Sub-Contractor or its Affiliates embarrassed the Customer or otherwise brought the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise; and/or

- (b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:
 - (i) the Customer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
 - (ii) the Customer has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Customer was given notice of the Change of Control.

19.5 Competitive Terms

19.5.1 If the Customer is able to obtain from any Sub-Contractor or any other third party (including any supplier on CCS's Technology Products 2 framework agreement (RM3733) or any other of CCS's framework agreements and any successors to these available during the Call Off Contract Period) more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Services, then the Customer may:

- (a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Customer in respect of the relevant item; or
- (b) subject to Clause 19.4 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.

19.5.2 If the Customer exercises the option pursuant to Clause 19.5.1, then the Call Off Contract Charges shall be reduced by an amount that is agreed in accordance with the Variation Procedure.

19.5.3 The Customer's right to enter into a direct agreement for the supply of the relevant items is subject to:

- (a) the Customer making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Services; and
- (b) any reduction in the Call Off Contract Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

19.5.4 The Supplier agrees to procure any products necessary for the provision of the Services through CCS's Technology Products 2 framework agreement (RM3733) or services through any other CCS framework agreement where requested to do so by the Customer (in section C of the Order Form) except where the Supplier itself features on the relevant lot, in which case a clear conflict of interest would exist. In such circumstances the Supplier shall promptly advise the Customer of the conflict of interest and shall not act as Agent.

19.5.5 Where the Customer makes a request pursuant to Clause 19.5.4, the Supplier shall act as an Agent of the Customer to procure products from the Technology Products 2 framework agreement (RM3733) or other CCS framework agreement, as applicable and the Parties shall agree the terms on which the Supplier shall act as Agent, except where rendered unable due to the conflict of interest described in Clause 19.5.4.

19.5.6 In acting as an Agent for the Customer the Supplier shall as a minimum:

- (a) comply with the Agency terms agreed pursuant to Clause 19.5.5 together with all reasonable instructions made by the Customer;
- (b) comply with all terms and conditions governing the call off procedure under the relevant framework agreement, as if it were the Customer; and
- (c) comply with the Public Contracts Regulations 2015 as if it were the Customer including the observation of the overarching treaty principles governing public procurement procedure; to treat economic operators equally and fairly, without discrimination, and in a transparent and proportionate manner.

19.6 Retention of Legal Obligations

19.6.1 Notwithstanding the Supplier's right to Sub-Contract pursuant to this Clause 19 (Supply Chain Rights and Protection), the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

G. PROPERTY MATTERS

20. CUSTOMER PREMISES

20.1 Licence to occupy Customer Premises

- 20.1.1 Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call Off Contract and in accordance with Call Off Schedule A4 (Exit Management) where used.
- 20.1.2 The Supplier shall limit access to the Customer Premises to such Supplier Personnel as is necessary to enable it to perform its obligations under this Call Off Contract and the Supplier shall co-operate (and ensure that the Supplier Personnel co-operate) with such other persons working concurrently on such Customer Premises as the Customer may reasonably request.
- 20.1.3 Save in relation to such actions identified by the Supplier in accordance with Clause (a) (Due Diligence) and set out in the Order Form, should the Supplier require modifications to the Customer Premises, such modifications shall be subject to Approval and shall be carried out by the Customer at the Supplier's expense. The Customer shall undertake any modification work which it approves pursuant to this Clause 20.1.3 without undue delay. Ownership of such modifications shall rest with the Customer.
- 20.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Customer Premises and conduct of personnel at the Customer Premises as determined by the Customer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Personnel other than fair wear and tear.

For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

20.1.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call Off Contract, the Customer retains the right at any time to use any Customer Premises in any manner it sees fit.

20.2 Security of Customer Premises

20.2.1 The Customer shall be responsible for maintaining the security of the Customer Premises in accordance with the Security Policy. The Supplier shall comply with the Security Policy, and any other reasonable security requirements of the Customer while on the Customer Premises.

20.2.2 The Customer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

21. CUSTOMER PROPERTY

21.1 Where the Customer issues Customer Property free of charge to the Supplier such Customer Property shall be and remain the property of the Customer and the Supplier irrevocably licences the Customer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Customer Property.

21.2 The Supplier shall not in any circumstances have a lien or any other interest on the Customer Property and at all times the Supplier shall possess the Customer Property as fiduciary agent and bailee of the Customer.

21.3 The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Customer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Customer Property separately and securely and ensure that it is clearly identifiable as belonging to the Customer.

21.4 The Customer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Customer otherwise within five (5) Working Days of receipt.

21.5 The Supplier shall maintain the Customer Property in good order and condition (excluding fair wear and tear) and shall use the Customer Property solely in connection with this Call Off Contract and for no other purpose without Approval.

21.6 The Supplier shall ensure the security of all the Customer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with the Customer's Security Policy, where applicable, and the Customer's reasonable security requirements from time to time.

21.7 The Supplier shall be liable for all loss of, or damage to the Customer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Customer Cause. The Supplier shall inform the Customer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Customer Property.

H. INTELLECTUAL PROPERTY AND INFORMATION

22. INTELLECTUAL PROPERTY RIGHTS

22.1 Allocation of title to IPR

22.1.1 Save as expressly granted elsewhere under this Call Off Contract:

- (a) the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:
 - (i) in the Supplier Software;
 - (ii) the Supplier Background IPR;
 - (iii) in the Third Party Software;
 - (iv) the Third Party IPR;
 - (v) in the Specially Written Software; and
 - (vi) the Project Specific IPR.
- (b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the:
 - (i) Customer Software;
 - (ii) Customer Background IPR; and
 - (iii) Customer Data.

22.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 22.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

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

22.2 Not Used.

22.3 Licences granted by the Supplier: Supplier Software and Supplier Background IPR

22.3.1 The Supplier hereby grants to the Customer, a perpetual, royalty-free and non-exclusive licence to use:

- (a) the Supplier Software for any purpose relating to the Services (or for any purpose relating directly to the Services being provided under this Call Off Contract only, to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display); and
- (b) the Supplier Background IPR for any purpose relating directly to the Services being provided under this Call Off Contract only, for any purpose relating to as part of the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

22.3.2 At any time during the Call Off Contract Period or following the Call Off Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Software or the Supplier Background IPR under Clause 22.3.1 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause which constitutes a material breach of the terms of Clauses (a) or (b) (as the case may be) which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.

22.3.3 In the event the licence of the Supplier Software or the Supplier Background IPR is terminated pursuant to Clause 22.3.2, the Customer shall:

- (a) immediately cease all use of the Supplier Software or the Supplier Background IPR (as the case may be);
- (b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Software and/or the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) months of the termination of the licence, the Customer may destroy the documents and other tangible materials that contain any of the Supplier Software and/or the Supplier Background IPR (as the case may be); and
- (c) ensure, so far as reasonably practicable, that any Supplier Software and/or Supplier Background IPR that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Customer) from any computer, word processor, voicemail system or any other device containing such Supplier Software and/or Supplier Background IPR.

22.4 **Customer's right to sub-license**

22.4.1 Not Used.

22.4.2 The Customer may sub-license the rights granted under Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) to a third party (including for the avoidance of doubt, any Replacement Supplier) for purposes relating directly to the Services being provided under this Call Off Contract only, provided that:

- (a) the sub-license is on terms no broader than those granted to the Customer; and
- (b) the sub-license only authorises the third party to use the rights licensed in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) for purposes relating to the Services or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

22.5 **Customer's right to assign/novate licences**

22.5.1 The Customer may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to Clause 22.3.1 (Licences

granted by the Supplier: Supplier Software and Supplier Background IPR) to:

- (a) a Central Government Body; or
- (b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer;

22.5.2 Where the Customer is a Central Government Body, any change in the legal status of the Customer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR). If the Customer ceases to be a Central Government Body, the successor body to the Customer shall still be entitled to the benefit of the licences granted in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR);

22.5.3 If a licence granted in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) is novated under Clause 22.5.1(a) and/or Clause 22.5.1(b) or there is a change of the Customer's status pursuant to Clause 22.5.2 (both such bodies being referred to as the "Transferee"), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Customer.

22.6 Third Party IPR and Third Party Software

22.6.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR and any Third Party Software which is not commercial off-the-shelf software grant a direct licence to the Customer on terms at least equivalent to those set out in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) and Clause 22.5.1(b) (Customer's right to assign/novate licences). If the Supplier cannot obtain for the Customer a licence materially in accordance with the licence terms set out in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) and Clause 22.5.1(b) (Customer's right to assign/novate licences) in respect of any such Third Party IPR and/or Third Party Software, the Supplier shall:

- (a) notify the Customer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use; and
- (b) only use such Third Party IPR and/or Third Party Software if the Customer Approves the terms of the licence from the relevant third party.

22.6.2 The Supplier shall procure that the owners or the authorised licensors of any Third Party Software which is commercial off-the-shelf software grants a direct licence to the Customer on terms no less favourable than such software is usually made available.

22.7 Licence granted by the Customer

22.7.1 The Customer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period to use the Customer Software, the Customer Background IPR and the Customer Data solely to the extent necessary for providing the Services in accordance with this Call Off Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

- (a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 23.3 (Confidentiality); and
- (b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

22.8 Termination of licenses

22.8.1 Subject to Clauses 22.3.2 and/or 22.3.3 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR), all licences granted pursuant to this Clause 22 (Intellectual Property Rights) (other than those granted pursuant to Clause 22.6.2 (Third Party IPR and Third Party Software) and 22.7.1 (Licence granted by the Customer)) shall survive the Call Off Expiry Date.

22.8.2 The Supplier shall, if requested by the Customer in accordance with Call Off Schedule A4 (Exit Management) where used, grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Software, Supplier Background IPR, Third Party IPR and/or Third Party Software on terms equivalent to those set out in Clause 22.3.1(Licences granted by the Supplier: Supplier Software and Supplier Background IPR) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

22.8.3 The licence granted pursuant to Clause 22.7.1 (Licence granted by the Customer) and any sub-licence granted by the Supplier in accordance with Clause 22.7.1 (Licence granted by the Customer) shall terminate automatically on the Call Off Expiry Date and the Supplier shall:

- (a) immediately cease all use of the Customer Software, the Customer Background IPR and the Customer Data (as the case may be);
- (b) at the discretion of the Customer, return or destroy documents and other tangible materials that contain any of the Customer Software, the Customer Background IPR and the Customer Data, provided that if the Customer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Customer Software, the Customer Background IPR and the Customer Data (as the case may be); and
- (c) ensure, so far as reasonably practicable, that any Customer Software, Customer Background IPR and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Customer Software, Customer Background IPR and/or Customer Data.

22.9 IPR Indemnity

22.9.1 The Supplier shall during and after the Call Off Contract Period, on written demand indemnify the Customer against all Losses incurred by, awarded against or agreed to be paid by the Customer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim. The indemnity in this Clause 22.9.1 shall be the Customer's

sole and exclusive remedy for any claims arising out of or in connection with an infringement of Intellectual Property Rights.

22.9.2 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:

- (a) procure for the Customer the right to continue using the relevant item which is subject to the IPR Claim; or
- (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Services or the ICT Environment;
 - (iii) there is no additional cost to the Customer; and
 - (iv) the terms and conditions of this Call Off Contract shall apply to the replaced or modified Services.

22.9.3 If the Supplier elects to procure a licence in accordance with Clause (a) or to modify or replace an item pursuant to Clause (b), but this has not avoided or resolved the IPR Claim, then:

- (a) the Customer may terminate this Call Off Contract by written notice with immediate effect; and
- (b) without prejudice to the indemnity set out in Clause 22.9.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute services including the additional costs of procuring, implementing and maintaining the substitute items.

22.9.4 The provisions of Clauses 22.9.1 to 22.9.3 (inclusive) shall not apply to the extent that any IPR Claim is caused by any use by or on behalf of the Customer of the Software, or the use of the Customer Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Call Off Contract or in a manner not reasonably to be inferred from the description of the Services in the Order Form or the provisions of this Call Off Contract.

22.9.5 The Customer will indemnify BT against all Losses incurred by, awarded against or agreed to be paid by the Supplier (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim out of or in connection with the Customer's, Customer personnel or Customer's agent's use of the Software or Customer Software by or on behalf of the Supplier, in combination with any item not supplied or recommended by the Supplier pursuant to this Call Off Contract or in a manner not reasonably to be inferred from the description of the Services in the Order Form or the provisions of this Call Off Contract and will cease any such activity immediately upon notice from the Supplier or at such time that the Customer becomes aware of, or should reasonably have been aware, that such use of the Software or Customer Software has given rise to an IPR Claim.

22.9.6 The Customer agrees that:

- (a) it will notify the Supplier in writing of any IPR Claim;

- (b) it will allow the Supplier to conduct all negotiations and proceedings and will provide the Supplier with such reasonable assistance required by the Supplier, each at the Supplier's cost, regarding the IPR Claim; and
- (c) it will not, without first consulting with the Supplier, agree to make any payment or make an admission relating to the IPR Claim.

22.9.7 The Supplier shall consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute. The Supplier shall not settle or compromise any IPR Claim without the Customer's Approval (not to be unreasonably withheld or delayed).

23. SECURITY AND PROTECTION OF INFORMATION

23.1 Malicious Software

23.1.1 The Supplier shall, as an enduring obligation throughout the Call Off Contract Period use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between the Parties). In the case of an emergency, the Supplier shall be entitled to use supported, including BETA Software from an industry accepted anti-virus software vendor, if the Supplier deems it necessary. This Clause 23.1.1 shall not apply to any goods or Software that are End of Software Maintenance, which cannot be supported by the latest versions of anti-virus definitions or software, during the term of the Call Off Contract.

23.1.2 Notwithstanding Clause 23.1.1, 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 Customer Data, assist each other to mitigate any losses and to restore the provision of the Services to its desired operating efficiency.

- (a) Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 23.1.2 shall be borne by the Parties as follows:
- (b) by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier (except where the Customer has waived the obligation set out in Clause 23.1.1) or the Customer Data (whilst the Customer 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 Customer when provided to the Supplier; and
- (c) by the Customer if the Malicious Software originates from:
 - (i) the Customer Software (in respect of which the Customer has waived its obligation set out in Clause 23.1.1) or the Customer Data (whilst the Customer Data was under the control of the Customer); or

- (ii) from any goods or Software, which is End of Software Maintenance (in respect of which the Customer has waived its right to update), irrespective of whether the Customer Data was under the control of the Supplier or Customer.

23.2 Protection of Customer Data

- 23.2.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 23.2.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call Off Contract or as otherwise Approved by the Customer.
- 23.2.3 To the extent that the Customer Data is held and/or Processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer and in the format (if any) specified in this Call Off Contract and in any event as specified by the Customer from time to time in writing.
- 23.2.4 The Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data. The Supplier shall not be liable for the corruption, loss or damage of Customer Data as a direct result of any End of Software Maintenance goods or Software.
- 23.2.5 The Supplier shall perform secure back-ups of all Customer Data and shall ensure that up-to-date back-ups are stored off-site at an Approved location in accordance with any BCDR Plan or otherwise. The Supplier shall ensure that such back-ups are available to the Customer (or to such other person as the Customer may direct) at all times upon request and are delivered to the Customer at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).
- 23.2.6 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the Security Policy and the Security Management Plan (if any).
- 23.2.7 If at any time the Supplier suspects or has reason to believe that the Customer Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.
- 23.2.8 If the Customer Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Customer may:
 - (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with the requirements specified in Call Off Schedule B1 (Business Continuity and Disaster Recovery) where used, or as otherwise required by the Customer, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Customer's notice; and/or
 - (b) itself restore or procure the restoration of Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Call Off Schedule B1 (Business Continuity and Disaster

Recovery) where used, or as otherwise required by the Customer.

23.3 Confidentiality

23.3.1 For the purposes of this Clause 23.3, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.

23.3.2 Except to the extent set out in this Clause 23.3 or where disclosure is expressly permitted elsewhere in this Call Off Contract, the Recipient shall:

- (a) treat the Disclosing Party’s Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
- (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Call Off Contract or without obtaining the owner's prior written consent;
- (c) not use or exploit the Disclosing Party’s Confidential Information in any way except for the purposes anticipated under this Call Off Contract; and
- (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party’s Confidential Information.

23.3.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 23.5 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
- (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Call Off Contract;
 - (ii) the examination and certification of the Customer’s accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer is making use of any Services provided under this Call Off Contract; or
 - (iii) the conduct of a Central Government Body review in respect of this Call Off Contract; or
- (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.

23.3.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

23.3.5 Subject to Clauses 23.3.2 and 23.3.7, the Supplier may only disclose the Confidential Information of the Customer on a confidential basis to:

- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Call Off Contract; and
- (b) its professional advisers for the purposes of obtaining advice in relation to this Call Off Contract.

23.3.6 Where the Supplier discloses Confidential Information of the Customer pursuant to this Clause 23.3.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Call Off Contract by the persons to whom disclosure has been made.

23.3.7 The Customer may disclose the Confidential Information of the Supplier:

- (a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
- (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 1.1.1(a) (including any benchmarking organisation) for any purpose relating to or connected with this Call Off Contract;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Call Off Contract; or
- (f) to a proposed transferee, assignee or novatee of, or successor in title to the Customer,

and for the purposes of the foregoing, references to disclosure 23.3.5 on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this Clause 23.3.7.

23.3.8 Nothing in this Clause 23.3 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Call Off Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

23.3.9 In the event that the Supplier fails to comply with Clauses 23.3.2 to 23.3.5, the Customer reserves the right to terminate this Call Off Contract for material Default.

23.4 Transparency

- 23.4.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call Off Contract and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 13/15 <https://www.gov.uk/government/publications/procurement-policy-note-1315-increasing-the-transparency-of-contract-information> (note that his PPN has been superseded by procurement policy note 01/17 <https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>) and the Transparency Principles referred to therein. The Customer shall determine whether any of the content of this Call Off Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 23.4.2 Notwithstanding Clause 23.4.1 above, the Customer agrees that references in any documentation provided by the Supplier in relation to a further competition or the Call Off Contract, that relate to the Supplier's customers, customer contracts, subcontractors, personal data and prices and charges will be exempt from disclosure in accordance with the provisions of the FOIA.
- 23.4.3 Notwithstanding any other provision of this Call Off Contract, the Supplier hereby gives his consent for the Customer to publish this Call Off Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including any changes to this Call Off Contract agreed from time to time.
- 23.4.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Call Off Contract.

23.5 Freedom of Information

- 23.5.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its Information disclosure obligations under the FOIA and EIRs;
 - (b) transfer to the Customer all Requests for Information relating to this Call Off Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - (c) provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 23.5.2 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive

Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Call Off Contract) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

23.5.3 Notwithstanding Clause 23.5.2 above, the Customer agrees that references in any documentation provided by the Supplier in relation to a further competition or the Call Off Contract, that relate to the Supplier's customers, customer contracts, subcontractors, personal data and prices and charges will be exempt from disclosure in accordance with the provisions of the FOIA.

23.6 **Data Protection**

23.6.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Call Off Schedule 7 by the Customer and may not be determined by the Supplier.

23.6.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

23.6.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

23.6.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

23.6.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

23.6.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

23.6.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

23.6.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:

23.6.4.1 process that Personal Data only in accordance with Call Off Schedule 7 unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

23.6.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:

(a) nature of the data to be protected;

- (b) harm that might result from a Data Loss Event;
- (c) state of technological development; and
- (d) cost of implementing any measures;

23.6.4.3 ensure that:

- (a) the Supplier Personnel do not process Personal Data except in accordance with this Call-Off Contract (and in particular Call Off Schedule 7;
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Supplier's duties under this Clause 23.6.4;
 - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Call Off Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.

23.6.5 The Supplier and its suppliers, including any Sub-processors of the Supplier and its suppliers, may from time to time use back office support and system functions which are located or can be accessed by users from outside of the UK and/or the European Economic Area. The Customer consents to the disclosure and transfer of Customer Contact Data as required in order to provide the Service and the Customer consents to such transfers provided that the Supplier will rely on appropriate transfer mechanisms permitted by Data Protection Legislation. Save for Customer Contact Data, the Supplier will not transfer Personal Data outside of the European Economic Area unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

23.6.5.1 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

23.6.5.2 the Data Subject has enforceable rights and effective legal remedies;

23.6.5.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

23.6.5.4 the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; and

23.6.5.5 at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call-Off Contract unless the Supplier is required by Law to retain the Personal Data.

23.6.6 The Customer shall ensure that it complies with the Data Protection Legislation and shall ensure that all necessary notifications and consents are fulfilled before disclosing to the Supplier only the Personal Data that the Supplier requires, as set out in Schedule 7, in order to perform the Service.

23.6.7 Subject to Clause 23.6.8, the Supplier shall notify the Customer immediately if it receives:

23.6.7.1 a Data Subject Access Request (or purported Data Subject Access Request);

23.6.7.2 receives a request to rectify, block or erase any Personal Data receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

23.6.7.3 receives any communication from the Information Commissioner or any other regulatory Customer in connection with Personal Data processed under this Call- Off Contract;

23.6.7.4 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

23.6.7.5 becomes aware of a Data Loss Event.

23.6.8 The Supplier's obligation to notify under Clause 23.6.7 shall include the provision of further information to the Customer in phases, as details become available.

23.6.9 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 23.6.7 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

23.6.9.1 the Customer with full details and copies of the complaint, communication or request;

23.6.9.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescale set out in the Data Protection Legislation;

23.6.9.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

23.6.9.4 assistance as requested by the Customer following any Data Loss Event;

23.6.9.5 assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

23.6.10 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 23.6. This requirement does not apply where the Supplier employs fewer than

250 staff, unless:

23.6.10.1 the Customer determines that the processing is not occasional;

23.6.10.2 the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

23.6.10.3 the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

23.6.11 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.

23.6.12 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

23.6.13 The Customer consents to the Supplier's use of Sub-processors and the Supplier shall:

(a) enter into a written agreement with the Sub-processor (excluding Affiliates), which are broadly in line with the terms set out in this Call Off Contract such that they will be imposed on the Sub-processor; and

(b) the Supplier will inform the Customer of intended changes to its Sub-processors (excluding Affiliates) from time to time, either by providing the Customer with online access to intended changes or by such other means as the Supplier may determine. If the Customer does not object to the proposed change within thirty (30) days' of this notice, the Customer will be deemed to have authorised the use of the new Sub-processors.

23.6.14 The Customer may object to the use of a new Sub-processor by formally notifying the Supplier, documenting its material and substantiated concerns that the new Sub-processor will not be able to comply with the Data Protection Legislation. The Parties will discuss and agree how to address the Buyer's objection and the Supplier may use the relevant Sub-processor to provide the Service until such objection is resolved, or if not resolved then the matter will be referred to the Dispute Resolution Procedure.

23.6.15 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.

23.6.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. Where the Controller or the Processor reasonably considers that the Call Off Order needs to be amended to take account of any guidance, the relevant Party may on not less than 30 Working Days' issue a notice to the other setting out its proposed changes to Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office. The proposed changes shall follow the Variation Procedure.

23.6.17 The Supplier shall indemnify the Customer against any and all Losses incurred by the Customer as a direct result of the Supplier's failure to comply with the Data Protection Legislation. This indemnity shall be subject to the liability financial limits set out in Clause 25.2.3.

23.6.18 If the Customer or any third party, including a Data Subject, complains or makes a claim because of something the Supplier does or does not do in relation to this Clause 23.6 or Schedule 7, the Supplier will not be liable for any part of the claim that is caused because:

- (a) the Customer has not complied with the provisions of this Call Off Contract or the Data Protection Legislation; or
- (b) the Supplier followed the Customer's instructions, and the Customer shall indemnify the Supplier against any and all Losses incurred as a result of such claim,

this indemnity shall be subject to the liability financial limits set out in Clause 25.2.3

23.6.19 In relation to the indemnities set out in Clause 23.6.17 and Clause 23.6.18, the indemnifying party agrees that:

- (a) it will notify the indemnifying party in writing of any claim;
- (b) it will allow the indemnifying party to conduct all negotiations and proceedings and will provide the indemnifying party with such reasonable assistance required by the indemnifying party, each at the indemnifying party's cost, regarding the claim; and
- (c) it will not, without first consulting with the indemnifying party, agree to make any payment or make an admission relating to the claim.

24. PUBLICITY AND BRANDING

24.1 The Supplier shall not:

24.1.1 make any press announcements or publicise this Call Off Contract in any way; or

24.1.2 use the Customer's name or brand in any promotion or marketing or announcement of orders,

without Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed).

24.2 Each Party acknowledges to the other that nothing in this Call Off Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services, Equipment, the Supplier System and the Customer System) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

I. LIABILITY AND INSURANCE

25. LIABILITY

25.1 **Unlimited Liability**

25.1.1 Neither Party excludes or limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- (b) bribery or Fraud by it or its employees;
- (c) breach of any obligation as to title implied by section 2 of the Supply of Goods and Services Act 1982; or

- (d) any liability to the extent it cannot be excluded or limited by Law.

25.1.2 Neither Party excludes or limit its liability in respect of the indemnity in Clause 22.9 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.

25.2 Financial Limits

25.2.1 Subject to Clause 25.1.1 (Unlimited Liability), the Supplier's total aggregate liability

- (a) in respect of all:
 - (i) Service Credits; and
 - (ii) Compensation for Critical Service Level Failure; incurred in any rolling period of twelve (12) Months shall be subject in aggregate to the Service Credit Cap;
- (b) in respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed:
 - (i) in relation to any Defaults occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, the higher of one million pounds (£1,000,000) or a sum equal to one hundred and twenty five per cent (125%) of the Estimated Year 1 Call Off Contract Charges;
 - (ii) in relation to any Defaults occurring in each subsequent Call Off Contract Year, the higher of one million pounds (£1,000,000) in each such Call Off Contract Year or a sum equal to one hundred and twenty five percent (125%) of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year.

25.2.2 Subject to Clauses 25.1.1 (Unlimited Liability) and 25.2.1 (Financial Limits) and without prejudice to its obligation to pay the undisputed Call Off Contract Charges as and when they fall due for payment, the Customer's total aggregate liability in respect of all Losses as a result of Customer Causes shall be limited to:

- (a) in relation to any Customer Causes occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, a sum equal to the Estimated Year 1 Call Off Contract Charges;
- (b) in relation to any Customer Causes occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the previous Call Off Contract Year; and
- (c) in relation to any Customer Causes occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call

Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period.

25.2.3 Both Parties' liability in respect of any breach of its obligations under Clause 23.6 shall be limited to £17 million.

25.3 **25.3 Non-recoverable Losses**

25.3.1 Subject to Clause 25.1.1 (Unlimited Liability) neither Party shall be liable to the other Party for any:

- (a) indirect, special or consequential Loss;
- (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

25.4 **Recoverable Losses**

25.4.1 Subject to Clause 25.2.1 and 25.2.3 (Financial Limits), and notwithstanding Clause 25.3.1 (Non-recoverable Losses), the Supplier acknowledges that the Customer may, amongst other things, recover from the Supplier the following Losses incurred by the Customer to the extent that they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional cost of procuring Replacement Services for the remainder of the Call Off Contract Period and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Call Off Contract;
- (d) any compensation or interest paid to a third party by the Customer; and
- (e) any fine, penalty or costs incurred by the Customer pursuant to Law.

25.5 **Miscellaneous**

25.5.1 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Call Off Contract.

25.5.2 Any Deductions shall not be taken into consideration when calculating the Supplier's liability under Clause 25.2.1 (Financial Limits).

26. INSURANCE

26.1 Without limitation to the generality of Clause 26.2, the Supplier shall ensure that it maintains the policy or policies of insurance as are stipulated in the Order Form.

26.2 Notwithstanding any benefit to the Customer of the policy or policies of insurance referred to in Clause 29 (Insurance) of the Framework Agreement, the Supplier shall effect and maintain such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured under the Framework Agreement in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Call Off Contract.

- 26.3 The Supplier shall effect and maintain the policy or policies of insurance referred to in Clauses 26.1 and 26.2 above for six (6) years after the Call Off Expiry Date.
- 26.4 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in Clauses 26.1 and 26.2 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 26.5 If, for whatever reason, the Supplier fails to give effect to and maintain the insurance policies required under this Clause 26, the Customer may make alternative arrangements to protect its interests and may recover the premium and other costs of such arrangements as a debt due from the Supplier.
- 26.6 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liability under this Call Off Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability in relation to the performance of its obligations under this Call Off Contract.
- 26.7 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 Customer (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.

J. REMEDIES AND RELIEF

27. CUSTOMER REMEDIES FOR DEFAULT

27.1 Remedies

27.1.1 Without prejudice to any other right or remedy of the Customer howsoever arising (including under Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring)) and subject to the exclusive financial remedy provisions in Clauses 8.5 (Service Levels and Service Credits) and (b) (Delay Payments), if the Supplier commits any Default of this Call Off Contract then the Customer will (whether or not any part of the Services have been Delivered) either:

- (a) Instruct the Supplier to comply with the Rectification Plan Process; or
- (b) give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (and where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Call Off Contract are fulfilled, in accordance with the Customer's instructions;

27.2 Rectification Plan Process;

27.2.1 Where the Customer has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 27.2:

- (a) the Supplier shall submit a draft Rectification Plan to the Customer for it to review as soon as possible and in any event within ten (10) Working Days (or such other period as may be agreed between the Parties) from the date of

Customer's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Customer's request for a draft Rectification Plan.

- (b) the draft Rectification Plan shall set out:
 - (i) full details of the Default that has occurred, including a root cause analysis;
 - (ii) the actual or anticipated effect of the Default; and
 - (iii) 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).

27.2.2 The Supplier shall promptly provide to the Customer any further documentation that the Customer requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with paragraph 5 of Call Off Schedule 4 (Dispute Resolution Procedure).

27.2.3 The Customer may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (a) is insufficiently detailed to be capable of proper evaluation;
- (b) will take too long to complete;
- (c) will not prevent recurrence of the Default; and/or
- (d) will rectify the Default but in a manner which is unacceptable to the Customer.

27.2.4 The Customer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Customer rejects the draft Rectification Plan, the Customer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Customer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Customer's notice rejecting the first draft.

27.2.5 If the Customer consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

28. SUPPLIER RELIEF DUE TO CUSTOMER CAUSE

28.1 If the Supplier has failed to:

28.1.1 Achieve a Milestone by its Milestone Date;

28.1.2 provide the Services in accordance with the Service Levels;

28.1.3 comply with its obligations under this Call Off Contract,

(each a "Supplier Non-Performance"),

and can demonstrate that the Supplier Non-Performance would not have occurred but for a Customer Cause, then (subject to the Supplier fulfilling its obligations in Clause 11 (Supplier Notification of Customer Cause)):

- (a) the Supplier shall not be treated as being in breach of this Call Off Contract to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Customer Cause;
- (b) the Customer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to terminate this Call Off Contract pursuant to Clause 30 (Customer Termination Rights) except Clause 30.7 (Termination Without Cause);
- (c) where the Supplier Non-Performance constitutes the failure to Achieve a Milestone by its Milestone Date:
 - (i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Customer Cause;
 - (ii) if the Customer, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the Customer Cause;
 - (iii) if failure to Achieve a Milestone attracts a Delay Payment, the Supplier shall have no liability to pay any such Delay Payment associated with the Milestone to the extent that the Supplier can demonstrate that such failure was caused by the Customer Cause; and/or
- (d) where the Supplier Non-Performance constitutes a Service Level Failure:
 - (i) the Supplier shall not be liable to accrue Service Credits;
 - (ii) the Customer shall not be entitled to any Compensation for Critical Service Level Failure pursuant to Clause 9 (Critical Service Level Failure); and
 - (iii) the Supplier shall be entitled to invoice for the Call Off Contract Charges for the provision of the relevant Services affected by the Customer Cause,

in each case, to the extent that the Supplier can demonstrate that the Service Level Failure was caused by the Customer Cause.

28.2 In order to claim any of the rights and/or relief referred to in Clause 28.1, the Supplier shall:

28.2.1 comply with its obligations under Clause 11 (Notification of Customer Cause); and

28.2.2 within ten (10) Working Days of becoming aware that a Customer Cause has caused, or is likely to cause, a Supplier Non-Performance, give the Customer notice (a "**Relief Notice**") setting out details of:

- (a) the Supplier Non-Performance;
- (b) the Customer Cause and its effect on the Supplier's ability to meet its obligations under this Call Off Contract; and

(c) the relief claimed by the Supplier.

28.3 Following the receipt of a Relief Notice, the Customer shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Customer Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Customer Cause and its entitlement to relief, consulting with the Supplier where necessary.

28.4 Without prejudice to Clauses 6.7 (Continuing obligation to provide the Services), if a Dispute arises as to:

28.4.1 whether a Supplier Non-Performance would not have occurred but for a Customer Cause; and/or

28.4.2 the nature and/or extent of the relief claimed by the Supplier,

either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

28.5 Any Variation that is required to the Implementation Plan or to the Call Off Contract Charges pursuant to this Clause 28 shall be implemented in accordance with the Variation Procedure.

29. FORCE MAJEURE

29.1 Subject to the remainder of this Clause 29 (and, in relation to the Supplier, subject to its compliance with its obligations in Clause B1 (Business Continuity and Disaster Recovery) where used), a Party may claim relief under this Clause 29 from liability for failure to meet its obligations under this Call Off Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Call Off Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

29.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

29.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 29 to the extent that consequences of the relevant Force Majeure Event:

29.3.1 are capable of being mitigated by any of the provision of any Services including the services set out in the BCDR Plan, but the Supplier has failed to do so; and/or

29.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Call Off Contract.

29.4 Subject to Clause 29.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

29.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party,

it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

29.6 Where, as a result of a Force Majeure Event:

29.6.1 an Affected Party fails to perform its obligations in accordance with this Call Off Contract, then during the continuance of the Force Majeure Event:

- (a) the other Party shall not be entitled to exercise any rights to terminate this Call Off Contract in whole or in part as a result of such failure unless the provision of the Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days; and
- (b) the Supplier shall not be liable for any Default and the Customer shall not be liable for any Customer Cause arising as a result of such failure;

29.6.2 the Supplier fails to perform its obligations in accordance with this Call Off Contract:

- (a) the Customer shall not be entitled:
 - (i) to receive Delay Payments pursuant to Clause 5.4 (Delay Payments) to the extent that the Achievement of any Milestone is affected by the Force Majeure Event; and
 - (ii) to receive Service Credits or withhold and retain any of the Call Off Contract Charges as Compensation for Critical Service Level Failure pursuant to Clause 9 (Critical Service Level Failure) to the extent that a Service Level Failure or Critical Service Level Failure has been caused by the Force Majeure Event; and
- (b) the Supplier shall be entitled to receive payment of the Call Off Contract Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be provided in accordance with the terms of this Call Off Contract during the occurrence of the Force Majeure Event.

29.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Call Off Contract.

29.8 Relief from liability for the Affected Party under this Clause 29 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Call Off Contract and shall not be dependent on the serving of notice under Clause 29.7.

K. TERMINATION

30. CUSTOMER TERMINATION RIGHTS

30.1 Termination in Relation to Guarantee

30.1.1 Where this Call Off Contract is conditional upon the Supplier procuring a Call Off Guarantee pursuant to Clause C (Call Off Guarantee), the Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where:

- (a) the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
- (b) the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
- (c) an Insolvency Event occurs in respect of the Call Off Guarantor; or
- (d) the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever,
- (e) and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Customer or
- (f) the Supplier fails to provide the documentation required by Clause C.1 by the date so specified by the Customer.

30.2 Termination on Material Default

30.2.1 The Customer may terminate this Call Off Contract for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier commits a Critical Service Level Failure;
- (b) the representation and warranty given by the Supplier pursuant to Clause 3.2.5 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable;
- (c) as a result of any Defaults, the Customer incurs Losses in any Contract Year which exceed 80% of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clauses (a) and (b) (Liability);
- (d) the Customer expressly reserves the right to terminate this Call Off Contract for material Default, including pursuant to any of the following Clauses: 5.2.3 (Implementation Plan), 6.4.2 (Services), 9.1 (Critical Service Level Failure), 10.4 (Disruption), 14.5 (Records, Audit Access and Open Book Data), 17 (Promoting Tax Compliance), 23.3.9 (Confidentiality), 39.6.2 (Prevention of Fraud and Bribery), Paragraph 1.2.4 of the Annex to Part A and Paragraph 1.2.4 of the Annex to Part B of Call Off Schedule A3 (Staff Transfer) where applicable;
- (e) the Supplier commits any material Default of this Call Off Contract which is not, in the reasonable opinion of the Customer, capable of remedy; and/or
- (f) the Supplier commits a Default, including a material Default, which in the opinion of the Customer is remediable but has not remedied such Default to the satisfaction of the Customer in accordance with the Rectification Plan Process;
- (g) the Call Off Contract was entered into by way of a Direct Award and such Direct Award was concluded on the basis of an Invalid Service Offer

30.2.2 For the purpose of Clause 30.2.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

30.3 **Termination in Relation to Financial Standing**

30.3.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Customer there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

- (a) adversely impacts on the Supplier's ability to supply the Services under this Call Off Contract; or
- (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Call Off Contract.

30.4 **Termination on Insolvency**

30.4.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

30.5 **Termination on Change of Control**

30.5.1 The Supplier shall notify the Customer in writing and as soon as the Supplier is aware that it has undergone a Change of Control and provided such notification does not contravene any Law or confidentiality obligations the Supplier owes to other parties.

30.5.2 The Supplier shall ensure that any notification made pursuant to Clause 30.5.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control to the extent that such detail does not breach any confidentiality obligations the Supplier owes to other parties..

30.5.3 The Customer may terminate this Call Off Contract under Clause 30.5 by issuing a Termination Notice to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Customer becomes aware that a Change of Control has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

30.6 **Termination for breach of Regulations**

30.6.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

30.7 **Termination Without Cause**

30.7.1 The Customer shall have the right to terminate this Call Off Contract at any time by issuing a Termination Notice to the Supplier giving written notice of at least the number of days stipulated, for the purposes of this Clause 30.7.1, in section B of the Order Form.

30.8 **Termination in Relation to Framework Agreement**

30.8.1 The Customer may terminate this Call Off Contract by giving by issuing a Termination Notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.

30.9 Termination In Relation to Benchmarking

30.9.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in paragraphs 3 and 4 of Framework Schedule 12 (Continuous Improvement and Benchmarking).

30.10 Termination in Relation to Variation

30.10.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier for failure of the Parties to agree or the Supplier to implement a Variation in accordance with the Variation Procedure.

30.11 Termination in relation to Tax Compliance

30.11.1 The Customer may terminate this Call Off Contract by issuing a Termination Notice to the Supplier in the event that:

- (a) the warranty given by the Supplier pursuant to Clause 3.2.5 is materially untrue; or
- (b) the Supplier commits a material breach of its obligation to notify the Customer of any Occasion of Tax Non-Compliance as required by Clause 17; or
- (c) the Supplier fails to provide details of proposed mitigating factors as required by Clause (a) which in the reasonable opinion of the Customer, are acceptable.

31. SUPPLIER TERMINATION RIGHTS

31.1 Termination on Customer Cause for Failure to Pay

31.1.1 The Supplier may, by issuing a Termination Notice to the Customer, terminate this Call Off Contract if the Customer fails to pay an undisputed sum due to the Supplier under this Call Off Contract which in aggregate exceeds the amount stipulated in section C of the Order Form for the purposes of this Clause 31.1.1 (the 'Undisputed Sums Limit'), and the said undisputed sum due remains outstanding for forty (40) Working Days (the "Undisputed Sums Time Period") after the receipt by the Customer of a written notice of non-payment from the Supplier specifying:

- (a) the Customer's failure to pay; and
- (b) the correct overdue and undisputed sum; and
- (c) the reasons why the undisputed sum is due; and
- (d) the requirement on the Customer to remedy the failure to pay, and

this Call Off Contract shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice), save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under this Call Off Contract including Clause 16.3 (Retention and Set off).

31.1.2 The Supplier shall not suspend the supply of the Services for failure of the Customer to pay undisputed sums of money (whether in whole or in part).

32. TERMINATION BY EITHER PARTY

32.1 Termination for continuing Force Majeure Event

32.1.1 Either Party may, by, by issuing a Termination Notice to the other Party terminate this Call Off Contract if, in accordance with Clause (a) (Force Majeure).

33. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION

33.1 Where the Customer has the right to terminate this Call Off Contract, the Customer shall be entitled to terminate or suspend all or part of this Call Off Contract provided always that, if the Customer elects to terminate or suspend this Call Off Contract in part, the parts of this Call Off Contract not terminated or suspended can, in the Customer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Call Off Contract.

33.2 Any suspension of this Call Off Contract under Clause 33.1 shall be for such period as the Customer may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Customer.

33.3 The Parties shall seek to agree the effect of any Variation necessitated by a partial termination, suspension or partial suspension in accordance with the Variation Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Services and the Call Off Contract Charges, provided that the Supplier shall not be entitled to:

33.3.1 an increase in the Call Off Contract Charges in respect of the provision of the Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer's termination rights under Clause 30 (Customer Termination Rights) except Clause 30.7 (Termination Without Cause); and

33.3.2 reject the Variation.

34. CONSEQUENCES OF EXPIRY OR TERMINATION

34.1 Consequences of termination under Clauses 30.1 (Termination in Relation to Guarantee), 30.2 (Termination on Material Default), 30.3 (Termination in Relation to Financial Standing), 30.8 (Termination in Relation to Framework Agreement), 30.9 (Termination in Relation to Benchmarking) and 30.10 (Termination in Relation to Variation)

34.1.1 Where the Customer:

- (a) terminates (in whole or in part) this Call Off Contract under any of the Clauses referred to in Clause 34.1; and
- (b) then makes other arrangements for the supply of the Services,

the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Call Off Contract Period provided that Customer shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.

34.2 Consequences of termination under Clauses 30.7 (Termination without Cause) and 31.1 (Termination on Customer Cause for Failure to Pay)

34.2.1 Where:

- (a) the Customer terminates (in whole or in part) this Call Off Contract under Clause 30.7 (Termination without Cause); or
- (b) the Supplier terminates this Call Off Contract pursuant to Clause 31.1 (Termination on Customer Cause for Failure to Pay),

the Customer shall indemnify the Supplier against any reasonable and proven Losses which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call Off Contract, provided that the Supplier takes all reasonable steps to mitigate such Losses. The Supplier shall submit a fully itemised and costed list of such Losses, with supporting evidence including such further evidence as the Customer may require, reasonably and actually incurred by the Supplier as a result of termination under Clause 30.7 (Termination without Cause).

34.2.2 Not Used.

34.3 Consequences of termination under Clause 32.1 (Termination for Continuing Force Majeure Event)

34.3.1 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Agreement for a continuing Force Majeure Event pursuant to Clause 32.1 (Termination for Continuing Force Majeure Event).

34.4 Consequences of Termination for Any Reason

34.4.1 Save as otherwise expressly provided in this Call Off Contract:

- (a) termination or expiry of this Call Off Contract shall be without prejudice to any rights, remedies or obligations accrued under this Call Off Contract prior to termination or expiration and nothing in this Call Off Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and
- (b) termination of this Call Off Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses 14 (Records, Audit Access & Open Book Data), 22 (Intellectual Property Rights), 23.3 (Confidentiality), 23.5 (Freedom of Information) 23.6 (Data Protection), 25 (Liability), 34 (Consequences of Expiry or Termination), 40 (Severance), 42 (Entire Agreement), 43 (Third Party Rights) 45 (Dispute Resolution) and 46 (Governing Law and Jurisdiction), and the provisions of Call Off Schedule 1 (Definitions), Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing), Call Off Schedule 8 (Exit Management) where used, Call Off Schedule A3 (Staff Transfer) where applicable, Call Off Schedule 4 (Dispute Resolution Procedure), Call Off Schedule F (Collaboration Agreement) where used and, without limitation to the foregoing, any other provision of this Call Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Call Off Expiry Date.

L. MISCELLANEOUS AND GOVERNING LAW

35. COMPLIANCE

35.1 Health and Safety

35.1.1 The Supplier shall perform its obligations under this Call Off Contract (including those in relation to the Services) in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Customer's health and safety policy (as provided to the Supplier from time to time) whilst at the Customer Premises.

35.1.2 Each Party shall promptly notify the other of as soon as possible of any health and safety incidents or material health and safety hazards at the Customer Premises of which it becomes aware and which relate to or arise in connection with the performance of this Call Off Contract.

35.1.3 While on the Customer Premises, the Supplier shall comply with any health and safety measures implemented by the Customer, which the Customer has notified the Supplier of, in respect of Supplier Personnel and other persons working there and any instructions from the Customer on any necessary associated safety measures.

35.2 Equality and Diversity

35.2.1 The Supplier shall:

- (a) perform its obligations under this Call Off Contract (including those in relation to provision of the Services) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
 - (ii) any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality Law;
- (b) take all necessary steps, and inform the Customer of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

35.3 Official Secrets Act and Finance Act

35.3.1 The Supplier shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

35.4 Environmental Requirements

35.4.1 The Supplier shall, when working on the Sites, perform its obligations under this Call Off Contract in accordance with the Environmental Policy of the Customer.

35.4.2 The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

35.5 Import and Export Requirements

35.5.1 The Parties acknowledge that any goods or Software provided under the Call Off Contract may be subject to import laws and regulations and export laws and regulations of other countries and any use or transfer of such goods or Software and related technical information must be in compliance with all applicable Law and international trade sanctions.

35.5.2 If requested by a Party, the other Party agrees to sign written assurances and other import/export-related documents as may be required to comply with all applicable import/export regulations.

36. ASSIGNMENT AND NOVATION

36.1 The Supplier shall not assign, novate, Sub-Contract or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Call Off Contract or any part of it without Approval.

36.2 The Customer may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Call Off Contract or any part thereof to:

36.2.1 any other Contracting Body; or

36.2.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or

36.2.3 any private sector body which substantially performs the functions of the Customer,

and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 36.2.

36.3 A change in the legal status of the Customer shall not, subject to Clause 36.4 affect the validity of this Call Off Contract and this Call Off Contract shall be binding on any successor body to the Customer.

36.4 If the Customer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Call Off Contract to a private sector body in accordance with Clause 36.2.3 (the "Transferee" in the rest of this Clause) the right of termination of the Customer in Clause 30.4 (Termination on Insolvency) shall be available to the Supplier in the event of insolvency of the Transferee (as if the references to Supplier in Clause 30.4 (Termination on Insolvency) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee).

37. WAIVER AND CUMULATIVE REMEDIES

37.1 The rights and remedies under this Call Off Contract may be waived only by notice in accordance with Clause 44 (Notices) and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Call Off Contract or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that right or remedy.

37.2 Unless otherwise provided in this Call Off Contract, rights and remedies under this Call Off Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

38. RELATIONSHIP OF THE PARTIES

38.1 Except as expressly provided otherwise in this Call Off Contract, nothing in this Call Off Contract, nor any actions taken by the Parties pursuant to this Call Off Contract, shall create a partnership, joint venture or relationship of employer and employee or

principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

39. PREVENTION OF FRAUD AND BRIBERY

- 39.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Call Off Commencement Date:
- 39.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - 39.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 39.2 The Supplier shall not during the Call Off Contract Period:
- 39.2.1 commit a Prohibited Act; and/or
 - 39.2.2 do or suffer anything to be done which would cause the Customer or any of the Customer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 39.3 The Supplier shall during the Call Off Contract Period:
- 39.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - 39.3.2 keep appropriate records of its compliance with its obligations under Clause 39.3.1 and make such records available to the Customer on request;
 - 39.3.3 if so required by the Customer, within twenty (20) Working Days of the Call Off Commencement Date, and annually thereafter, certify to the Customer in writing of the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Services in connection with this Call Off Contract are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and
 - 39.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.
- 39.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 39.1, or has reason to believe that it has or any of the Supplier Personnel have:
- 39.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 39.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

39.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call Off Contract or otherwise suspects that any person or Party directly or indirectly connected with this Call Off Contract has committed or attempted to commit a Prohibited Act.

39.5 If the Supplier makes a notification to the Customer pursuant to Clause 39.4, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation in accordance with Clause 14 (Records, Audit Access and Open Book Data).

39.6 If the Supplier breaches Clause 39.3, the Customer may by notice:

39.6.1 require the Supplier to remove from performance of this Call Off Contract any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or

39.6.2 immediately terminate this Call Off Contract for material Default.

39.7 Any notice served by the Customer under Clause 39.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Customer believes has committed the Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Call Off Contract shall terminate).

40. SEVERANCE

40.1 If any provision of this Call Off Contract (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Call Off Contract are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Call Off Contract shall not be affected.

40.2 In the event that any deemed deletion under Clause 40.1 is so fundamental as to prevent the accomplishment of the purpose of this Call Off Contract or materially alters the balance of risks and rewards in this Call Off Contract, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Call Off Contract so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Call Off Contract and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

40.3 If the Parties are unable to resolve the Dispute arising under this Clause 40 within twenty (20) Working Days of the date of the notice given pursuant to Clause 40.2, this Call Off Contract shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Call Off Contract is terminated pursuant to this Clause 40.

41. FURTHER ASSURANCES

41.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Call Off Contract.

42. ENTIRE AGREEMENT

42.1 This Call Off Contract and the documents referred to in it constitute the entire agreement between the Parties in respect of the matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

42.2 Neither Party has been given, nor entered into this Call Off Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Call Off Contract.

42.3 Nothing in this Clause 42 shall exclude any liability in respect of misrepresentations made fraudulently.

43. THIRD PARTY RIGHTS

43.1 The provisions of paragraphs 2.1 and 2.6 of Part A, paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, paragraphs 2.1 and 2.3 of Part C and paragraphs 1.4, 2.3 and 2.8 of Part D of Call Off Schedule A3 (Staff Transfer) where applicable and the provisions of paragraph 9.9 of Call Off Schedule A4 (Exit Management) where used (together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

43.2 Subject to Clause 43.1, a person who is not a Party to this Call Off Contract has no right under the CTRPA 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.

43.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Customer, which may, if given, be given on and subject to such terms as the Customer may determine.

43.4 Any amendments or modifications to this Call Off Contract may be made, and any rights created under Clause 43.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

44. NOTICES

44.1 Except as otherwise expressly provided within this Call Off Contract, any notices sent under this Call Off Contract must be in writing. For the purpose of this Clause 44, an e-mail is accepted as being "in writing".

44.2 Subject to Clause 44.3, the following table sets out the method by which notices may be served under this Call Off Contract and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of delivery	Proof of Service
Email (Subject to Clauses 44.3 and 44.4)	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day	Properly addressed and delivered as evidenced by signature of a delivery receipt
Royal Mail Signed For™ 1 st Class or other prepaid, next Working Day	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

service providing proof of delivery	Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	
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44.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1st Class or other prepaid in the manner set out in the table in Clause 44.2:

44.3.1 any Termination Notice (Clause 30 (Customer Termination Rights));

44.3.2 any notice in respect of:

- (a) partial termination, suspension or partial suspension (Clause 33 (Partial Termination, Suspension and Partial Suspension)),
- (b) waiver (Clause 37 (Waiver and Cumulative Remedies))
- (c) Default or Customer Cause; and

44.3.3 any Dispute Notice.

44.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 44.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 44.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

44.5 This Clause 44 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).

44.6 For the purposes of this Clause 44, the address and email address of each Party shall be the address and email address set out in the Order Form.

45. DISPUTE RESOLUTION

45.1 The Parties shall resolve Disputes arising out of or in connection with this Call Off Contract in accordance with the Dispute Resolution Procedure.

45.2 The Supplier shall continue to provide the Services in accordance with the terms of this Call Off Contract until a Dispute has been resolved.

46. GOVERNING LAW AND JURISDICTION

46.1 This Call Off Contract and any issues, Disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

46.2 Subject to Clause 45 (Dispute Resolution) and Call Off Schedule 4 (Dispute Resolution Procedure) (including the Customer's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Call Off Contract or its subject matter or formation.

47. EXCUSED PERFORMANCE

47.1 Notwithstanding any other provision in the Contract, the Supplier shall not be liable for failing to meet any obligation in the Contract that is caused by EU exit or the current coronavirus pandemic ("Covid 19"), or any other pandemic, that is impacting workforces and supply chains globally. The Supplier shall work to minimise any impact Covid 19 and EU exit has on its ability to meet any obligation and shall keep the Customer regularly informed of both any delay and/or disruption as well as what it is doing to mitigate such delay and/or disruption. The Parties agree that any failure by the Supplier to meet any of its obligations in the Call Off Contract, due to Covid 19 or EU exit, shall not give rise to any rights or remedies under this Call Off Contract, including the right to terminate the Call Off Contract by either Party, unless the Parties agree otherwise, acting reasonably and in good faith.

47.2 Notwithstanding any other provisions of the Call Off Contract, the Supplier shall not be liable for failing to meet any failure or delay in performing its obligations under this Call Off Contract, which is caused by a failure or delay by Cisco as a result of a Cisco global semiconductor shortage. The Supplier shall work to minimise any impact of Cisco's delay or failure has on its ability to meet any obligation and shall keep the Customer regularly informed of both any delay and/or disruption as well as what it is doing to mitigate such delay and/or disruption. The Parties agree that any failure by the Supplier to meet any of its obligations in the Call Off Contract, due to a Cisco delay or failure, shall not give rise to any rights or remedies under this Call Off Contract, including the right to terminate the Call Off Contract by either Party unless the Parties agree otherwise, acting reasonably and in good faith.

A.2 KEY PERSONNEL

A2.1 This Clause A2 shall apply if so specified in section C of the Order Form. The Parties have agreed to the appointment of the Key Personnel. Section C of 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 Call Off Commencement Date.

A2.2 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Call Off Contract Period.

A2.3 The Customer 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 Personnel.

A2.4 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Call Off Schedule A4 (Exit Management)) unless:

A2.4.1 requested to do so by the Customer or the Customer Approves such removal or replacement (not to be unreasonably withheld or delayed);

A2.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave or moves roles; or

A2.4.3 the person's employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by the employee; or

A2.4.4 the Supplier obtains the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).

A2.5 The Supplier shall:

A2.5.1 notify the Customer promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

A2.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

A2.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice;

A2.5.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services; and

A2.5.5 ensure that any replacement for a Key Role:

- (a) has a level of qualifications and experience appropriate to the relevant Key Role; and
- (b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

A2.5.6 procure that should the Supplier require any Sub-Contractor to subsequently provide, or replace existing Key Personnel during the Call Off Contract Period, the appointment, removal or replacement of the Sub-Contractor's Key Personnel shall be agreed between the Parties.

A2.6 The Customer may require the Supplier to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

A3. STAFF TRANSFER

A3.1 The Parties agree that:

A3.1.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Call Off Schedule A3 (Staff Transfer) shall apply as follows:

- (a) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of Call Off Schedule A3 (Staff Transfer) shall apply;
- (b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Call Off Schedule A3 (Staff Transfer) shall apply;
- (c) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of Call Off Schedule A3 (Staff Transfer) shall apply; and
- (d) Part C of Call Off Schedule A3 (Staff Transfer) shall not apply.

A3.1.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Call Off Schedule A3 (Staff Transfer)

shall apply and Parts A and B of Call Off Schedule A3 (Staff Transfer) shall not apply; and

A3.1.3 Part D of Call Off Schedule A3 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.

A3.2 The Supplier shall both during and after the Call Off Contract Period indemnify the Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

A4. EXIT MANAGEMENT

A4.1 This Clause A4 shall apply if so specified in section C of the Order Form.

A4.2 The Parties shall comply with the exit management provisions set out in Call Off Schedule A4 (Exit Management).

B1. BUSINESS CONTINUITY AND DISASTER RECOVERY

B1.1 the Parties shall comply with the provisions of Call Off Schedule B1 (Business Continuity and Disaster Recovery).

B2. CONTINUOUS IMPROVEMENT AND BENCHMARKING

B2.1 This Clause B2 shall apply if so specified in section C of the Order Form.

B2.2 Notwithstanding the Supplier's obligations under Clause B2.8 (Continuous Improvement), the Customer shall be entitled to regularly benchmark the Call Off Contract Charges and level of performance by the Supplier of the supply of the Services, against other suppliers providing services substantially the same as the Services during the Call Off Contract Period.

B2.3 The Customer, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in Clause B2.1 above.

B2.4 The Customer shall be entitled to disclose the results of any benchmarking of the Call Off Contract Charges and provision of the Services to the Authority and any Contracting Body (subject to the Contracting Body entering into reasonable confidentiality undertakings).

B2.5 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking and such information requirements shall be at the discretion of the Customer.

B2.6 Where, as a consequence of any benchmarking carried out by the Customer, the Customer decides improvements to the Services should be implemented such improvements shall be implemented by way of the Variation Procedure at no additional cost to the Customer.

B2.7 The benefit of any work carried out by the Supplier at any time during the Call Off Contract Period to update, improve or provide the Services, facilitate their delivery to any other Contracting Body and/or any alterations or variations to the Charges or the provision of the Services, which are identified in the Continuous Improvement Plan produced by the Supplier and/or as a consequence of any benchmarking carried out by the Authority pursuant to Framework Schedule B2 (Continuous Improvement and Benchmarking), shall be implemented by the Supplier in accordance with the Variation Procedure and at no additional cost to the Customer.

B2.8 The Supplier shall have an ongoing obligation throughout the Call Off Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Clause B2.8 with a view to reducing the Customer's costs (including the Call Off Contract Charges) and/or improving the quality and efficiency of the Services and their supply to the Customer. As part of this obligation the Supplier shall identify and report to the Customer once every twelve (12) months:

B2.8.1 the emergence of new and evolving relevant technologies which could improve the ICT Environment, Sites and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Customer which the Parties may wish to adopt;

B2.8.2 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;

B2.8.3 changes in business processes and ways of working that would enable the Services to be provided at lower costs and/or at greater benefits to the Customer; and/or

B2.8.4 changes to the ICT Environment, Sites, business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Services.

B2.9 The Supplier shall ensure that the information that it provides to the Customer shall be sufficient for the Customer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Customer requests.

B2.10 If the Customer wishes to incorporate any improvement identified by the Supplier, the Customer shall request a Variation in accordance with the Variation Procedure and the Supplier shall implement such Variation at no additional cost to the Customer.

B3 SUPPLIER EQUIPMENT

B3.1 This Clause 0 shall apply if so specified in section C of the Order Form and the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.

B3.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Customer Premises without obtaining Approval.

B3.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Customer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Customer Premises, including the cost of packing, carriage and making good the Sites and/or the Customer Premises following removal.

B3.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Customer shall be liable for loss of or damage to any of the Supplier's property located on Customer Premises which is due to the negligent act or omission of the Customer.

B3.5 Subject to any express provision of the BCDR Plan (where used) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, except for where the loss or destruction of Supplier Equipment is due to the act or omission of the Customer, including the Service Level Performance Measures.

B3.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Customer Premises in a safe, serviceable and clean condition.

B3.7 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:

B3.7.1 remove from the Customer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with this Call Off Contract; and

B3.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

B3.8 For the purposes of this Clause 0, 'X' shall be the number of Service Failures, and 'Y' shall be the period in months, as respectively specified for 'X' and 'Y' in the Order Form. If this Clause is specified to apply, and there are no values specified for 'X' and/or 'Y', in default, 'X' shall be two (2) and 'Y' shall be twelve (12). Where a failure of Supplier Equipment or any component part of Supplier Equipment causes X or more Service Failures in any Y Month Period, the Supplier shall notify the Customer in writing and shall, at the Customer's request (acting reasonably), replace such Supplier Equipment or component part thereof at its own cost with a new item of Supplier Equipment or component part thereof (of the same specification or having the same capability as the Supplier Equipment being replaced).

B4. MAINTENANCE OF THE ICT ENVIRONMENT

B4.1 This Clause B4 shall apply if so specified in section C of the Order, and the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("Maintenance Schedule").

B4.2 The Supplier shall provide to the Customer a draft Maintenance Schedule for Approval within such period of time and in accordance with any other instructions of the Customer as specified in the Order Form (or elsewhere in this Call Off Contract).

B4.3 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.

B4.4 The Supplier shall give as much notice as is reasonably practicable to the Customer prior to carrying out any Emergency Maintenance.

B4.5 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 Services.

B4.6 For the avoidance of doubt, this clause B4 shall apply to the Managed LAN Service only, and shall not apply to any non LAN CPE.

C. CALL OFF GUARANTEE

C.1. Where the Customer has stipulated during a Further Competition Procedure and/or in section C of the Order Form that the award of this Call Off Contract shall be conditional upon receipt of a Call Off Guarantee, then, on or prior to the Call Off Commencement Date or on any other date specified by the Customer, the Supplier shall deliver to the Customer an executed Call Off Guarantee from a Call Off Guarantor; and

C.2. The Customer may in its sole discretion at any time agree to waive compliance with the requirement in Clause C.1 by giving the Supplier notice in writing.

D. RELEVANT CONVICTIONS

D.1. This Clause D shall apply if so specified in section C of the Order Form.

D.2. The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or 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 Services without the Approval.

D.3. For each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

D.3.1. conduct thorough questioning regarding any Relevant Convictions; and

D.3.2. ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

E. SECURITY REQUIREMENTS

E.1. This Clause E shall apply if so specified in section C of the Order Form.

E.2. The Supplier shall comply with the Security Policy and the requirements of Call Off Schedule E (Security) including the Information Security Questionnaire (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

E.3. The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.

E.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 Services it may propose a Variation to the Customer. 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 Call Off Contract Charges shall then be subject to the Variation Procedure.

E.5. Until and/or unless a change to the Call Off Contract Charges is agreed by the Customer pursuant to the Variation Procedure the Supplier shall continue to provide the Services in accordance with its existing obligations.

CALL OFF SCHEDULE 1- DEFINITIONS

In accordance with Clause 1 (Definitions and Interpretations) of this Call Off Contract including its recitals the following expressions shall have the following meaning:

“Achieve”	means in respect of a Test, to successfully pass such Test without any Test Issues in accordance with the Test Strategy Plan 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;
“Achieved Service Level”	means the actual level of performance of a Service achieved by the Supplier in relation to a Service Level Performance Criteria for a Service Period;
“Acquired Rights Directive”	means 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;
“Additional Clauses”	means any of the additional Clauses from Annex 3 of Framework Schedule 4 (Alternative and Additional Clauses) selected by the Customer in the Order Form;
“Admission Agreement”	means the agreement to be entered into by which the supplier agrees to participate in the Schemes as amended from time to time;
“Affected Party”	means the party seeking to claim relief in respect of a Force Majeure;
“Affiliates”	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Agreed Service Time”	means the period during which the Supplier ensures the Services are Available to the Customer;
“Alternative Clauses”	means any of the additional Clauses from Annex 3 of Framework Schedule 4 (Alternative and Additional Clauses) selected by the Customer in the Order Form;
“Anti-Virus Software Updates”	means revised versions of the anti-virus software installed in line with the anti-virus software vendor’s recommendations and which contain enhancements to the anti-virus detection technology used;
“Approval”	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
“Approved Sub-Licences”	means any of the following: <ul style="list-style-type: none"> a) a Central Government Body; b) any third party providing services to a Central Government Body; and/or c) 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 Customer;

<p>“Auditor”</p>	<p>means:</p> <ul style="list-style-type: none"> a) the Customer’s internal and extern auditors; b) the Customer’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 Customer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
<p>“Authority”</p>	<p>means THE MINISTER FOR THE CABINET OFFICE ("Cabinet Office") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at Rosebery Court, St Andrews Business Park, Norwich, NR7 0HS;</p>
<p>“Available”</p>	<p>a Service shall be “Available” when the Customer’s end users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shall be construed accordingly;</p>
<p>“Availability Test”</p>	<p>means the activities performed by the Supplier to confirm the availability of any or all components of any relevant ICT system as specified by the Customer;</p>
<p>“BCDR Plan”</p>	<p>means the plan prepared pursuant to paragraph 2 of Call Off Schedule B1 (Business Continuity and Disaster);</p>
<p>“Business Continuity Plan”</p>	<p>has the meaning given to it in paragraph 2.2.1(b) of Call Off Schedule B1(Business Continuity and Disaster Recovery);</p>
<p>“Business Continuity Services”</p>	<p>has the meaning given to it in paragraph 4.2.2 of Call Off Schedule B1 (Business Continuity and Disaster Recovery);</p>
<p>“Cabling Services”</p>	<p>has the meaning described under obligation 2 in the Responsibility Matrix of Call Off Schedule 9 (Specification);</p>
<p>“Call Off Agreement”</p>	<p>means a legally binding agreement (entered into pursuant to the provisions of the Framework Agreement) for the provision of the Services made between a Contracting Body and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);</p>
<p>“Call Off Commencement Date”</p>	<p>means the date of commencement of this Call Off Contract as set out in the Order Form;</p>
<p>“Call Off Contract”</p>	<p>means this contract between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement) consisting of the Order Form and the Call Off Terms;</p>
<p>“Call Off Contract Charges”</p>	<p>means the prices (inclusive of any Milestone Payments and exclusive of any applicable VAT), payable to the Supplier by the Customer under this Call Off Contract, as</p>

	set out in the Order Form, for the full and proper performance by the Supplier of its obligations under this Call Off Contract less any Deductions;								
“Call Off Contract Period”	means the term of this Call Off Contract from the Call Off Commencement Date until the Call Off Expiry Date, which shall in no event exceed the maximum durations specified below: <table style="margin-left: 40px;"> <tr> <td>Lot 1</td> <td>2 years</td> </tr> <tr> <td>Lot 2</td> <td>3 years</td> </tr> <tr> <td>Lot 3</td> <td>5 years</td> </tr> <tr> <td>Lot 4</td> <td>7 years</td> </tr> </table>	Lot 1	2 years	Lot 2	3 years	Lot 3	5 years	Lot 4	7 years
Lot 1	2 years								
Lot 2	3 years								
Lot 3	5 years								
Lot 4	7 years								
“Call Off Contract Year”	means a period of twelve consecutive (12) Months commencing on the Call Off Commencement Date or each anniversary thereof;								
“Call Off Expiry Date”	means: <ul style="list-style-type: none"> a) the end date of the Call Off Initial Period or any Call Off Extension Period; or b) if this Call Off Contract is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Contract 								
“Call Off Extension Period”	means the extension term of this Call Off Contract from the end date of the Call Off Initial Period to the end date of the extension period stated in the Order Form, which shall in no event exceed the maximum durations specified below: <table style="margin-left: 40px;"> <tr> <td>Lot 1</td> <td>N/A</td> </tr> <tr> <td>Lot 2</td> <td>N/A</td> </tr> <tr> <td>Lot 3</td> <td>N/A</td> </tr> <tr> <td>Lot 4</td> <td>2 years</td> </tr> </table>	Lot 1	N/A	Lot 2	N/A	Lot 3	N/A	Lot 4	2 years
Lot 1	N/A								
Lot 2	N/A								
Lot 3	N/A								
Lot 4	2 years								
“Call Off Guarantee”	means a deed of guarantee that may be required under this Call Off Contract in favour of the Customer in the form set out in Framework Schedule 13 (Guarantee) granted pursuant to Clause C (Call Off Guarantee) where used;								
“Call Off Guarantor”	means the person in the event that a Call Off Guarantee is required under this Call Off Contract acceptable to the Customer to give a Call Off Guarantee;								
“Call Off Initial Period”	means the initial term of this Call Off Contract from the Call Off Commencement Date to the end date of the initial term stated in the Order Form;								
“Call Off Schedule”	means a schedule to this Call Off Contract;								
“Call Off Terms”	means these terms and conditions entered by the Parties (excluding the Order Form) in respect of the provision of the Services, together with the Call Off Schedules here to;								
“Catalogue Items”	means as outlined in Table 5 of Call off Schedule 2 (Call Off Contract Charges, Pricing and Invoicing);								
“CEDR”	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;								
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public								

	<p>Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
“Change in Law”	means any change in Law which impacts on the supply of the Services and performance of the Call Off Terms which comes into force after the Call Off Commencement Date;
“Change of Control”	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
“Charges”	means the charges raised under or in connection with a Call Off Agreement from time to time, which Charges shall be calculated in a manner which is consistent with the Charging Structure;
“Charging Structure”	means the structure to be used in the establishment of the charging model, which is applicable to each Call Off Agreement, which structure is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
“Cloud”	means an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data;
“CMDB”	means a configuration management database (CMDB), a database used to store information about hardware and software assets and their related physical and logical configurations;
“Collaboration Agreement”	means an agreement between the Customer, the Supplier and those contractors named in the Order Form, to ensure the Customer’s contractors including the Supplier work collaboratively in the delivery of the Services and such other services as are provided to the Customer to ensure an efficient end to end ICT service; such agreement to be in the form set out in Call Off Schedule F (Collaboration Agreement) where used;
“Commercial and Services Board”	means the board of that name established in accordance with Call Off Schedule B7 (Additional Performance Monitoring Requirements);
“Commercially Sensitive Information”	means the Confidential information listed in section D of the 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 Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;
“Communications Room”	means a room housing Customer and/or equipment owned by the Supplier for the provision of the Services and/or third party equipment used to provide other services to the Customer;
“Comparable Supply”	means the supply of Services to another customer of the Supplier that are the same or similar to the Services;

“Compensation for Critical Service Level Failure”	has the meaning given to it in Clause 9.1.2 (Critical Service Level Failure);
“Confidential Information”	means the Customer's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;
“Consultancy Services Request”	means a request made by an authorised representative of the Customer for the Supplier to provide services in accordance with Annex 1 to Call off Schedule 5 (Variation);
“Continuous Improvement Plan”	means a plan for improving the provision of the Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
“Contracting Body”	means the Authority, the Customer and any other bodies listed in paragraph VI.3 of the OJEU Notice;
“Controller”	takes the meaning given in the Data Protection Legislation;
“Conviction”	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
“Costs”	<p>means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Personnel; 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 Services (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Customer; b) costs incurred in respect of those Supplier Assets

	<p>which are detailed on the Registers and 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 Customer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Services;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Call Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Clause B2 (Benchmarking) where used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
“Counter Notice”	has the meaning given to it in paragraph 6.2 of Call Off Schedule 4 (Dispute Resolution Procedure);
“CPE”	means Customer Premise Equipment, which is any technology devices located at the Site and supported by the Supplier;
“Credit Pot”	has the meaning detailed under paragraph 12.2 of Call Off Schedule 2 (Charges, Payment and Invoicing);
“Credit Rating Threshold”	means the minimum credit rating level for the Monitored Company as set out in Annex 2 of Call Off Schedule 10 (Financial Difficulties);
“Critical Service Level Failure”	means any instance of critical service level failure specified in Call Off Schedule 3 (Service Levels);
“Crown”	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Crown Body”	means any department, office or executive agency of the Crown;
“CRTPA”	means the Contracts (Rights of Third Parties) Act 1999;
“Customer”	means the customer(s) identified in the Order Form;
“Customer Assets”	means the Customer’s infrastructure, data, software,

	materials, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may be used in connection with the provision of the Services;
“Customer Background IPR”	means: <ul style="list-style-type: none"> a) IPRs owned by the Customer before the Call Off Commencement Date, including IPRs contained in any of the Customer's Know-How, documentation, processes and procedures; b) IPRs created by the Customer independently of this Call Off Contract; and/or c) Crown Copyright which is not available to the Supplier otherwise than under this Call Off Contract; but excluding IPRs owned by the Customer subsisting in the Customer Software;
“Customer Cause”	means any breach of the obligations of the Customer or any other default, act, omission, negligence or statement of the Customer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Customer is liable to the Supplier;
“Customer’s Confidential Information”	means: <ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Customer (including all Customer Background IPR and Project Specific 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 Customer's attention or into the Customer's possession in connection with this Call Off Contract; and c) information derived from any of the above;
“Customer Contact Data”	means operational data, including but not limited to Site contact names and Customer's Representative and Customer personnel details.
“Customer Data”	Means 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 Customer's Confidential Information, and which are supplied to the Supplier by or on behalf of the Customer; or any Personal Data for which the Customer is the Controller;
“Customer’s IT Service Management Toolset”	means Toolset(s) provided by the Customer for automation and integration of service management processes;
Customer Personnel”	means all persons employed by the Customer including directors, officers, employees together with the Customer's servants, agents, consultants, contractors and suppliers but excluding the Supplier and any Sub-Contractor (as applicable);

“Customer Premises”	means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Sub-Contractors for provision of the Services (or any of them);
“Customer Property”	means the property, other than real property and IPR, including the Customer System issued or made available to the Supplier by the Customer in connection with this Call Off Contract;
“Customer Representative”	means the representative appointed by the Customer from time to time in relation to this Call Off Contract;
“Customer Responsibilities”	means the responsibilities of the Customer set out in section C of the Order Form or agreed in writing between the Parties from time to time in connection with this Call Off Contract;
“Customer Software”	means any software identified as such in the Order Form together with all other software which is not identified as such in the Order Form but which is owned by or licensed to the Customer and which is or will be used by the Supplier for the purposes of providing the Services;
“Customer System”	means the Customer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with this Call Off Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Services;
“Customer’s Technical Standards”	means the layout of a Communications Room;
“Cyber Essentials”	means the Government-backed, industry-supported scheme managed by the NCSC to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC;
“Cyber Security Information Sharing Partnership” or “CISP”	means the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Call-Off Contract, including any Personal Data Breach;
“Data Management”	means managing the integrity of Customer Data and protecting it to provide contingency against data loss or corruption and managing the security of Customer Data in accordance with the Security Standards and Policies;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the

	DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	takes the meaning given in the Data Protection Legislation;
“Data Subject”	takes the meaning given in the Data Protection Legislation;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Dedicated Management System”	means the components that are specifically deployed by the Supplier to provide access to the Customer network and that are used to monitor and manage the LAN Switch Devices where these components are exclusively provided for the purposes of the Supplier managing the Customer LAN Switch Devices;
“Deductions”	means all Service Credits, Delay Payments or any other deduction which the Customer is paid or is payable under this Call Off Contract;
“Default”	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Call Off Contract in breach of its terms) or any other default (including material Default) after the words, act, omission, negligence or statement of the Supplier, of its Sub- Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Supplier is liable to the Customer;
“Defect”	means any of the following: <ul style="list-style-type: none"> 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 c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Customer 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 Customer 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;

“Delay”	means: <ul style="list-style-type: none"> 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;
“Delay Payments”	means the amounts payable by the Supplier to the Customer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
“Delay Period Limit”	shall be the number of days specified in section C of the Order Form, for the purposes of Clause 5.4.1(b)(ii);
“Deliverable”	means an item or feature in the supply of the Services delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan (if any) or at any other stage during the performance of this Call Off Contract;
“Deliverable Item”	means 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;
“Delivery”	means, in respect of the Services, the time at which the Services have been provided or performed by the Supplier as confirmed by the issue by the Customer of a Satisfaction Certificate in respect of the relevant Milestone thereof (if any) or otherwise in accordance with this Call Off Contract and accepted by the Customer and "Deliver" and "Delivered" shall be construed accordingly;
“Diagnostic Tool”	means a tool, process or method that can be used to determine whether the item under investigation is operating at its desired level;
“Disaster”	means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable for the period specified in section C of the Order Form (for the purposes of this definition the “Disaster Period”));
“Disaster Recovery Plan”	has the meaning given to it in 2.2.1(c) of Call Off Schedule B1;
“Disaster Recovery Services”	means the services embodied in the processes and procedures for restoring the provision of Services following the occurrence of a Disaster, as detailed further in Call Off Schedule B1 (Business Continuity and Disaster Recovery);
“Disaster Recovery System”	means the system embodied in the processes and procedures for restoring the provision of Services following the occurrence of a disaster;
“Disclosing Party”	has the meaning given to it in Clause 23.3.1 (Confidentiality);
“Discount Structure”	means the Supplier commitment to provide a detailed discount documented approach applicable to offering discounts under the this Call Off Contract as included at

	Annex 2 to Framework Schedule 3;
“Dispute”	means any dispute, difference or question of interpretation arising out of or in connection with this Call Off Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Call Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
“Dispute Resolution Procedure”	means the dispute resolution procedure set out in Call Off Schedule 4 (Dispute Resolution Procedure);
“Documentation”	means all documentation as: <ul style="list-style-type: none"> a) is required to be supplied by the Supplier to the Customer under this Call Off Contract; b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services; c) is required by the Supplier in order to provide the Services; and/or d) has been or shall be generated for the purpose of providing the Services;
“DOTAS”	means 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 by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
“Downtime”	means any period of time within the Agreed Service Time during which a Service is not Available, excluding Planned Downtime;
“DPA 2018”	means the Data Protection Act 2018;
“Due Diligence Information”	means any information supplied to the Supplier by or on behalf of the Customer prior to the Call Off Commencement Date;
“Eligible Employee”	means any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
“Eligible Redundant Employee”	means a Transferring Former Supplier Employee who is compulsorily dismissed (or dismissed by agreement, where that proposed dismissal has been agreed as a redundancy in advance by the Customer) by the Supplier

	<p>by reason of redundancy (as such term is defined in section 139 of the Employment Rights Act 1996) as a result of an economic technical organisational reason entailing changes to the workforce and the Supplier has (save where a settlement agreement with the relevant employee has been reached) followed a fair dismissal procedure and complied with all contractual and legislative requirements;</p>
<p>“Emergency Maintenance”</p>	<p>means ad hoc and unplanned maintenance provided by the Supplier where:</p> <ul style="list-style-type: none"> a) the Customer 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, and notifies the Supplier of the same; or b) the Supplier reasonably suspects that the ICT Environment or the Services, or any part the ICT Environment or the Services, has or may have developed a fault;
<p>“Employee Liabilities”</p>	<p>means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> 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 debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date; f) claims whether in tort, contract or statute or otherwise; g) any investigation 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;

“Employment Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
“End of Sale”	means the last date to order the product through Cisco point-of-sale mechanisms. The product is no longer for sale after this date;
“End of Software Maintenance”	means the last date that Cisco Engineering may release any final software maintenance releases or bug fixes. After this date, Cisco Engineering will no longer develop, repair, maintain, or test the product software;
“End of Vulnerability/Security Support”	means the last date that Cisco Engineering may release a planned maintenance release or scheduled software remedy for a security vulnerability issue.
“Environmental Information Regulations” or “EIRs”	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
“Environmental Policy”	means 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 Customer;
“Estimated Year 1 Call Off Contract Charges”	means the sum in pounds estimated by the Customer to be payable by it to the Supplier as the total aggregate Call Off Contract Charges from the Call Off Commencement Date until the end of the first Call Off Contract Year stipulated in section C of the Order Form;
“Euro Compliant”	<p>means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Customer’s business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <ul style="list-style-type: none"> a) be able to perform all such functions in any number of currencies and/or in Euros; b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations; c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;

	<ul style="list-style-type: none"> d) incorporate protocols for dealing with rounding and currency conversion; e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and f) permit the input of data in euro and display an outcome in euro where such data, supporting the Customer's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;
“Exception”	means a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Services;
“Exclusive Assets”	means those Supplier Assets used by the Supplier or a Key Sub-Contractor which are used exclusively in the provision of the Services;
“Expedited Dispute Timetable”	means the timetable set out in paragraph 5 of Schedule 4 (Dispute Resolution Procedure);
“Exit and Transition Board”	means the board of that name established in accordance with Call Off Schedule B7 (Additional Performance Monitoring Requirements);
“Exit Information”	has the meaning given to it in paragraph 4.1 of Call Off Schedule A4 (Exit Management);
“Exit Manager”	means the person appointed by each Party pursuant to paragraph 3.4 of Call Off Schedule A4 (Exit Management) for managing the Parties' respective obligations under Call Off Schedule A4 (Exit Management);
“Expert”	means the person appointed by the Parties in accordance with paragraph 5.2 of Call Off Schedule 4 (Dispute Resolution Procedure);
“Fair Deal Employee”	means those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;
“Financial Distress Event”	means the occurrence or one or more of the following events: <ul style="list-style-type: none"> 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

	<p>covenant to its lenders;</p> <p>e) a Key Sub-Contractor (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</p> <p>f) any of the following (subject to a de-minimis threshold of £50m (fifty million pounds):</p> <p>i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;</p> <p>ii) non-payment by the Monitored Company of any financial indebtedness;</p> <p>iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or</p> <p>iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company</p> <p>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 Services in accordance with any Call-off Contract;</p>
<p>“Financial Distress Service Continuity Plan”</p>	<p>means a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with each Call Off Contract in the event that a Financial Distress Event occurs;</p>
<p>“FOIA”</p>	<p>means 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;</p>
<p>“Force Majeure”</p>	<p>means any event, occurrence, circumstance, matter or cause affecting the performance by either the Customer or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Call Off Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of the Crown, local government or Regulatory Bodies;</p> <p>d) fire, flood or any disaster; and</p> <p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and</p> <p>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act,</p>

	neglect or failure to take reasonable precautions against it by the Party concerned; and any failure of delay caused by a lack of funds;
“Force Majeure Notices”	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
“Former Supplier”	means a supplier supplying the Services to the Customer 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 sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
“Forward Schedule of Change”	means the document that details a list of the approved changes and their planned implementation dates;
“Framework Agreement”	means the framework agreement between the Authority and the Supplier referred to in the Order Form;
“Framework Commencement Date”	means the date of commencement of the Framework Agreement as stated in the Call Off Schedule 1 (Definitions);
“Framework Period”	means the period from the Framework Commencement Date until the expiry or earlier termination of the Framework Agreement;
“Framework Schedule”	means a schedule to the Framework Agreement;
“Fraud”	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
“Further Competition Procedure”	means the award procedure described in paragraph 2 of Framework Schedule 5 (Call Off Procedure);
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“General Anti-Abuse Rule”	means (a) the legislation in Part 5 of the Finance Act 2013 and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
“General Change in Law”	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“Good Industry Practice”	means 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;
“Good Security Practice”	means: a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management

	<p>standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);</p> <p>b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and</p> <p>c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.</p>
“Government”	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive 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;
“Halifax Abuse Principle”	means the principle explained in the CJEU Case C-255/02 Halifax and others;
“HMRC”	means Her Majesty's Revenue and Customs;
“Holding Company”	has the meaning given to it in section 1159 of the Companies Act 2006;
“ICT Environment”	means the Customer System and the Supplier System;
“ICT Policy”	means the Customer's ICT policy in force as at the Call Off Commencement Date (a copy of which has been provided to the Supplier at section B of the Order Form), as updated from time to time in accordance with the Variation Procedure;
“Impact Assessment”	has the meaning given to it in Clause 15.1.3 (Variation Procedure);
“Implementation and Transition Cost”	means the one off costs as detailed in Call off Schedule 2 (Call Off Contract Charges, Pricing and Invoicing);
“Implementation Plan”	means the plan set out in section C of the Order Form;
“Imposed Carrier Downtime”	means time during which the Supplier is prevented from supplying the Services due to unavailability of an underlying telecommunications service from a third-party provider on which the Services are dependent. In any instance where the Supplier claims Imposed Carrier Downtime, the Supplier must be able to provide evidence to the satisfaction of the Customer that the interruption to the Services was in fact due in its entirety to unavailability of the underlying service;
“Incident”	means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect the Services in the future;
“Incident Resolution”	means the time taken by the Supplier to Resolve an

Time	Incident, as set out in Call Off Schedule 3 Service Levels;
“Increased Impact Service Level”	means any increased impact service specified in Call Off Schedule 3 (Service Levels);
“Information”	has the meaning given to it under section 84 of the Freedom of Information Act 2000;
“Information Security”	means: a) the protection and preservation of: i) the confidentiality, integrity and availability of any Customer Assets, the Customer’s Systems Environment (or any part thereof) and the Supplier’s Systems Environment (or any part thereof); ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and b) compliance with all Law applicable to the processing, transmission, storage and disposal of Customer Assets;
“Information Security Manager”	means the person appointed by the Supplier with the appropriate experience, Customer and expertise to ensure that the Supplier complies with the Customer’s Security Requirements;
“Information Security Management System” or “ISMS”	means the set of policies, processes and systems designed, implemented and maintained by the Supplier to manage Information Security Risk as certified by ISO/IEC 27001;
“Information Security Questionnaire”	means the Customer’s set of questions used to audit and on an ongoing basis assure the Supplier’s compliance with the Customer’s Security Requirements;
“Information Security Risk”	means any risk that might adversely affect Information Security including, but not limited to, a Breach of Security;
“Initial Service Commencement Date”	means the date that any Services not subject to, or reliant on, completion of the Implementation Plan, as set out in Appendix K, become available to the Customer for full use;
“Insolvency Event”	means, in respect of the Supplier or Call Off Guarantor (as applicable): a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency

	<p>Act 1986; or</p> <ul style="list-style-type: none"> d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or h) where the Supplier or Framework Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
<p>“Intellectual Property Rights” or “IPR”</p>	<p>means:</p> <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights having equivalent or similar effect in any country or jurisdiction;
<p>“IPR Claim”</p>	<p>means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer in the fulfilment of its obligations under this Call Off Contract;</p>
<p>“ISO/IEC 27001, ISO/IEC 27002 and ISO 22301”</p>	<p>means:</p> <ul style="list-style-type: none"> a) ISO/IEC 27001. b) ISO/IEC 27002/IEC; and c) ISO 22301 <p>in each case as most recently published by the International Organization for Standardization or its</p>

	successor entity (the “ISO”) or the relevant successor or replacement information security standard which is formally recommended by the ISO;
“Key Performance Indicators” or “KPIs”	means the performance measurements and targets in respect of the Supplier’s performance of the Framework Agreement set out in Part B of Framework Schedule 2 (Services and Key Performance Indicators);
“Key Personnel”	means the individuals (if any) identified as such in section C of the Order Form;
“Key Role(s)”	has the meaning given to it in Clause A2 (Key Personnel) where used;
“Key Sub- Contract”	means each Sub-Contract with a Key Sub-Contractor;
“Key Sub-Contractor”	means any Sub-Contractor: <ul style="list-style-type: none"> a) listed in Framework Schedule 7 (Key Sub-Contractors); b) which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; 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 Call Off Contract Charges forecast to be payable under this Call Off Contract;
“Know-How”	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party’s possession before the Call Off Commencement Date;
“Known Error”	means a problem that has a documented root cause and a Workaround. Known Errors are managed throughout their lifecycle by the Problem Management process;
“LAN Service”	has the meaning described in under obligation 1 in the Responsibility Matrix of Call Off Schedule 9 (Specification);
“LAN Service Boundary”	has the meaning described in under obligation 1.1.15 in the Responsibility Matrix of Call Off Schedule 9 (Specification);
“LAN Switch Device”	means a device as listed in Annex 1 of Call off Schedule 2 (Charging, Pricing and invoicing);
“Last Renewal Date”	means the last date to extend or renew a service contract for the product;
“Last date of Support”	means the last date to receive service and support for the product. After this date, all support services for the product are unavailable, and the product becomes obsolete;
“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice,

	judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Licenced Software”	means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party for the purposes of or pursuant to this Call Off Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;
“Live Environment”	means the Customer’s production computer environment comprising the hardware, networks, applications and databases which are utilised from time to time by the Customer to support operation of its business functions;
“Losses”	means 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;
“Low Level Design”	means the capture of the physical layout of equipment and cabling in a communications room;
“Maintenance Schedule”	has the meaning given to it in Clause B4 (Maintenance of the ICT Environment) where used;
“Major Change”	means a major change shall be defined as one or more of the following: <ul style="list-style-type: none"> • Fit of a new communications room. • Refurbishment of a communications rooms. • New, replacement or removal of racks. • Additional or remove of CPE kit by the Supplier;
“Malicious Software”	means 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 willfully, negligently or without knowledge of its existence;
“Management Information” or “MI”	the management information specified in Call Off Schedule 2 (Charging, Pricing and invoicing);
“Man Day”	means eight (8) Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
Man Hours”	means the hours spent by the Supplier Personnel properly working on the provision of the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
“Maximum Percentage Margin Rates”	means the maximum percentage margin the Supplier may add to the Costs in relation to their Services;
“Mediation Notice”	has the meaning given to it in paragraph 3.2 of Call Off Schedule 4 Dispute Resolution Procedure;

“Mediator”	means the independent third party appointed in accordance with paragraph 4.2 of Call Off Schedule 4 Dispute Resolution Procedure;
“Milestone”	means an event or task described in the Implementation Plan which, if applicable, must be completed by the relevant Milestone Date;
“Milestone Date”	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
“Milestone Payment”	means 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;
“Monitored Company”	means the Supplier, or Call-Off Guarantor or any Key Sub-Contractor;
“Month”	means a calendar month and "Monthly" shall be interpreted accordingly;
“NCSC”	means the National Cyber Security Centre or its successor entity (where applicable) which is a UK public body providing cyber security guidance;
“Net Book Value”	means the net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Customer of even date with this Call Off Contract;
“Network Access Control” or “NAC”	means performs access management through policy enforcement on devices and users of corporate networks;
“New Fair Deal”	means 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;
“New Release”	means 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;
“Non-Exclusive Assets”	means those Supplier Assets (if any) which are used by the Supplier or a Key Sub-Contractor in connection with the Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
“Notified Sub-Contractor”	means a Sub-Contractor identified in the Annex to Call Off Schedule A3 (Staff Transfer) to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
“Occasion of Tax Non Compliance”	means: <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule

	<p>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;</p> <p>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 DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any tax return of the Supplier's 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 Call Off Commencement Date or to a civil penalty for fraud or evasion;</p>
<p>“Open Book Data”</p>	<p>means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Call Off Contract Charges already paid or payable and Call Off Contract Charges forecast to be paid during the remainder of this Call Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; b) operating expenditure relating to the provision of the Services including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and any other consumables and bought-in services; ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin. c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; e) the Supplier Profit achieved over the Call Off 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 Services, including the amount of money attributed to each risk and/or contingency; and

	h) the actual Costs profile for each Service Period.
“Open Source Software”	means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes;
“Operating Environment”	means the Customer System and the Sites;
“Order”	means the order for the provision of the Services placed by the Customer with the Supplier in accordance with the Framework Agreement and under the terms of this Call Off Contract;
“Order Form”	means the form, as completed and forming part of this Call Off Contract, which contains details of an Order, together with other information in relation to such Order, including without limitation the description of the Services to be supplied;
“Other Supplier”	means any supplier to the Customer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
“Overhead”	means those amounts which are intended to recover a proportion of the Supplier’s or the Key Sub-Contractor’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 Personnel and accordingly included within limb (a) of the definition of “Costs”;
“Parent Company”	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding or Parent Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;
“Party”	means the Customer or the Supplier and "Parties" shall mean both of them;
“Penetration Test”	means a simulated attack on any Customer Assets, the Customer’s Systems Environment (or any part thereof) or the Supplier’s Systems Environment (or any part thereof);
“Per Event”	has the meaning given to it in paragraph 4 of Annex 1 to Call Off Schedule 2 (Charges, Payment and Invoicing);
“Performance Monitoring System”	has the meaning given to it in paragraph 7.1.2 in Part B of Schedule 5 (Service Levels, Service Credits and Performance Monitoring);
“Performance Monitoring Reports”	means the reports as specified in Call Off Schedule 3 (Service Levels);
“Performance Review Meetings”	means review meetings as specified in Call Off Schedule 3 (Service Levels);

“Personal Data”	takes the meaning given in the Data Protection Legislation;
“Personal Data Breach”	takes the meaning given in the Data Protection Legislation;
“Permitted Maintenance”	has the meaning given to it in Clause B4 (Maintenance of the ICT Environment) where used;
“Planned Downtime”	means the time agreed in advance in writing by the Supplier and Customer within the Agreed Service Time when a Service is not Available;
“Problem”	means the underlying cause of one or more Incidents;
“Processor”	takes the meaning given in the Data Protection Legislation;
“Prohibited Act”	<p>means any of the following:</p> <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Authority or other Contracting Body or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act) ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud the Customer; or <p>any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
“Project”	means any programme of work pursuant to a Project Work Order agreed by the Parties in accordance with Call Off Schedule 5 (Variation Procedure);
“Project Initiation Process”	means a project request that the Customer may issue to the Supplier in accordance with Call Off Schedule 5 (Variation Procedure) which shall initiate the process of developing a Project;
“Project Manager”	means the manager described in paragraph 1.1 of Call Off Schedule B7(Additional Performance Monitoring Requirements);
“Project Proposal”	means a Project proposal issued by the Supplier in response to each Project Request issued by the

	Customer in accordance with Call Off Schedule 5 (Variation Procedure);
“Project Request”	means a Project request issued by the Customer in accordance with Paragraph 3 of Call Off Schedule 5 (Variation Procedure);
“Project Work Order”	means a written document setting out details of each Project in such form as may be agreed between the Parties from time to time in accordance with Call Off Schedule 5 (Variation Procedure).
“Project Specific IPR”	means: <ul style="list-style-type: none"> a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call Off 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 this Call Off Contract and all updates and amendments to the same; but shall not include the Supplier Background IPR or the Specially Written Software;
“PSN Connectivity Contract (PSN)”	means the services provided under the PSN Connectivity Call Off Contract;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Provisioning”	means the time taken from the placement of an Order for a Service or part thereof until the Service is Available to the Customer and Provision shall be construed accordingly;
“Quality Plans”	has the meaning given in Clause 7.2 (Standards and Quality);
“Quality Releases”	means the absence of any defect, with performance fully conformant to the requirements, of a Release;
“Rating Agencies”	means the rating agencies listed in Annex 1 of Call Off Schedule 10 (Financial Difficulties);
“RFC 1918”	Request for Comment 1918 (RFC 1918), “Address Allocation for Private Internets,” is the Internet Engineering Task Force (IETF) memorandum on methods of assigning of private IP addresses on TCP/IP networks;
“Recipient”	has the meaning given to it in Clause 23.3.1 (Confidentiality);
“Rectification Plan”	means the rectification plan pursuant to the Rectification Plan Process;
“Rectification Plan Process”	means the process set out in Clause 27.2 (Rectification Plan Process);

“Redundancy Costs”	means, in respect of each Eligible Redundant Employee: (a) statutory redundancy pay entitlement (calculated in accordance with Part XI of the Employment Rights Act 1996) (b) contractual redundancy pay entitlement to which the Eligible Redundant Employee was entitled to immediately prior to the transfer to the Supplier via a Relevant Transfer on the Relevant Transfer Date to the extent it exceeds the statutory redundancy pay entitlement, and (c) contractual payment in lieu of notice entitlement in respect of any notice to which the Eligible Redundant Employee was entitled to immediately prior to the transfer to the Supplier via a Relevant Transfer Date where it is not reasonably practicable for that employee to continue in employment during their period of notice;
“Registers”	has the meaning given to in Call Off Schedule A4 (Exit Management) where used;
“Regulations”	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;
“Reimbursable Expenses”	has the meaning given to it in Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);
“Related Supplier”	means any person who provides Services to the Customer which are related to the Services from time to time;
“Releases”	means a set of related changes to, or the introduction of, a new application or infrastructure, which are scheduled for simultaneous implementation, which typically form a single regression test baseline point;
“Relevant Conviction”	means a Conviction that is relevant to the nature of the Services to be provided or as specified by the Customer in section C of the Order Form;
“Relevant Requirements”	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Authority”	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
“Relevant Transfer”	means a transfer of employment to which the Employment Regulations applies;
“Relevant Transfer Date”	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
“Relief Notice”	has the meaning given to it in Clause 28.2.2 (Supplier Relief Due to Customer Cause);
“Remote Diagnostics”	means the ability to be able to determine whether the item under investigation is operating at its desired level whilst the individual or system undertaking that diagnostic activity is remotely sited from the item under investigation;
“Repeat Failure”	means the failure to meet a Service Level in the initial and subsequent Service Periods as set out in this Call Off Schedule 3 (Service Levels);
“Replacement”	means any services which are substantially similar to any

Services”	of the Services and which the Customer receives in substitution for any of the Services following the Call Off Expiry Date, whether those services are provided by the Customer internally and/or by any third party;
“Replacement Sub-Contractor”	means a Sub-Contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such Sub-Contractor);
“Replacement Supplier”	means any third party provider of Replacement Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Services for its own account, shall also include the Customer;
“Request”	has the meaning given to it in paragraph 1.1 Annex 1 (Operation Change) to Call Off Schedule 5 (Variation);
“Request for Information”	means a request for information or an apparent request relating to this Call Off Contract or the provision of the Services or an apparent request for such information under the FOIA or the EIRs;
“Resolution”	means an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident or to implement a workaround, such that the Services are returned to being Available. Resolve and Resolved shall be construed accordingly;
“Resource Unite (RU)”	means the units of Charge used within the tables set out in the appendices to Call Off Schedule 2 (Charging, Pricing and Invoicing);
“Review Report”	has the meaning given to it in paragraph 6.2 of Schedule B1 (Business Continuity and Disaster Recovery);
“Risk Profile”	means a description of any set of risk. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable;
“Root Cause Analysis”	means the analytical activity to be undertaken to determine the underlying cause of an Incident or Problem, and "Root Cause Analyses" shall be construed accordingly;
“Satisfaction Certificate”	means the certificate materially in the form of the document contained in Annex 3 to Call Off Schedule A1 (Testing) granted by the Customer when the Supplier has Achieved a Milestone or a Test;
“Scheme(s)”	means the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Supplier by the Minister for the Cabinet Office);
“Security Management Plan”	means the Supplier's security management plan prepared pursuant to paragraph 4 of Call Off Schedule E (Security) where used, a draft of which has been provided by the Supplier to the Customer in accordance with paragraph 4

	of Call Off Schedule E (Security) where used and as updated from time to time;
“Security Policy”	means the Customer's security policy in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
“Security Policy Framework”	the HMG Security Policy Framework https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/255910/HMG_Security_Policy_Framework_V11.0.pdf ;
“Security Test”	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit;
“Service Commencement Date”	means the date that the Implementation Plan, as set out in Appendix K, is completed;
“Service Credit Cap”	means: (a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year two hundred thousand pounds (£200,000); and (b) during the remainder of the Call-Off Contract Period, fifty per cent (50%) of the Call-Off Contract Charges payable to the Supplier under this Call-Off Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued; unless otherwise stated in the Order Form during a Further Competition;
“Service Credits”	means any service credits specified in Call Off Schedule 3 (Service Levels) being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;
“Service Desk”	means the single point of contact set up and operated by the Supplier to log, monitor and escalate Incidents, Incident resolutions and Catalogues;
“Service Failure”	means an unplanned failure and interruption to the provision of the Services, reduction in the quality of the provision of the Services or event which could affect the provision of the Services in the future;
“Service Failure Threshold”	means the level of performance of a Service which becomes unacceptable to the Customer, including as set out in each Service Level Performance Criteria and where the Supplier fails to provide the Services in accordance with this Call Off Contract;
“Service Level Failure”	means a failure to meet the Service Level Threshold in respect of a Service Level Performance Criterion;
“Service Level Performance Criteria”	means the criteria identified in this Call Off Schedule 3 (Service Levels), against which the individual metrics are assessed;
“Service Level Threshold”	means the relevant Service Level Performance Criteria in Call Off Schedule 3 (Service Levels);

“Service Levels”	means any service levels applicable to the provision of the Services under this Call Off Contract specified in Call-Off Schedule 3 (Service Levels);
“Service Period”	means a recurrent period of one calendar month during the Call Off Contract Period, unless otherwise specified in the Order Form;
“Service Take On”	means the Implementation Plan, which shall deliver service take on, which encompasses those activities that the Supplier must successfully complete in order to be able to deliver the Services. These activities are set out in Table 1 in Part A, Annex 1 of Appendix K;
“Service Transfer”	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
“Service Transfer Date”	means the date of a Service Transfer;
“Services”	means the services to be provided by the Supplier to the Customer as specified in the Order Form and those services which are deliverable by the Supplier under the Collaboration Agreement, where used;
“Services Board”	means the Board of that name established in accordance with Call Off Schedule B7 (Additional Performance Monitoring Requirements);
“Sites”	<p>means:</p> <ul style="list-style-type: none"> a) any premises (including the Customer Premises, the Supplier’s premises or third party premises): <ul style="list-style-type: none"> i) from, to or at which: <ul style="list-style-type: none"> (1) the Services are (or are to be) provided; or (2) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or ii) where: any part of the Supplier System is situated; or b) any physical interface with the Customer System takes place;
“Software”	means Specially Written Software, Supplier Software, Open Source Software and Third Party Software;
“Source Code”	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
“Specially Written Software”	means 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 Call Off Contract,

	including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Call Off Contract;
“Specific Change in Law”	means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;
“Staffing Information”	<p>means 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 Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymized format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement and gender; (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 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;
“Standards”	<p>means any:</p> <ul style="list-style-type: none"> (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their 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 Framework Schedule 2 (Services and Key Performance Indicators); (c) standards detailed by the Customer in section B of the Order Form or agreed between the Parties from time to time; (d) any relevant Government codes of practice and guidance applicable from time to time as the Supplier would reasonably and ordinarily be expected to comply with

“Structured Cabling”	means building wide cabling for the purposes of voice and data networking;
“Sub-Contract”	means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide: (e) the Services or any part thereof; or (f) facilities and/or, services necessary for the provision of the Services or any part thereof; or is responsible for the management, direction or control of the provision of the Services or any part thereof;
“Sub-Contractor”	means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
“Sub Processor”	Means any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract;
“Supplier”	means the person, firm or company with whom the Customer enters into this Call Off Contract as identified in the Order Form;
“Supplier Assets”	means all assets and rights used by the Supplier to provide the Services in accordance with this Call Off Contract but excluding the Customer Assets;
“Supplier Background IPR”	means a) Intellectual Property Rights owned by the Supplier before the Call Off Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or b) Intellectual Property Rights created by the Supplier independently of this Call Off Contract, but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;
“Supplier Equipment”	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under this Call Off Contract;
“Supplier Governance Board”	means the governance board involving the representatives of the Customer and Supplier and which will be established as outlined in Call Off Schedule B7 (Additional Performance Monitoring Requirements). At the Call Off Commencement Date the Supplier Governance Board is not a confirmed meeting. If it is deemed relevant for the Call Off Contract and relationship (confirmed by the Customer), both Parties will support this additional meeting for supplier relationship management;
“Supplier Group”	means the Supplier, any holding company of the Supplier (including the Call Off Guarantor), and any subsidiary of such holding company;

“Supplier Non-Performance”	has the meaning given to it in Clause 28.1 (Supplier Relief Due to Customer Cause);
“Supplier Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier’s obligations under this Call Off Contract;
“Supplier Profit”	means, in relation to a period or a Milestone (as the context requires), the difference between the total Call Off Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
“Supplier Profit Margin”	means, 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 Call Off Contract Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
“Supplier’s Proposals”	has the meaning given to it in paragraph 6.2.3 of Call Off Schedule B1 (Business Continuity and Disaster Recovery);
“Supplier Representative”	means the representative appointed by the Supplier named in the Order Form;
“Supplier Software”	means any software which is proprietary to the Supplier (or an Affiliate of the Supplier) and identified as such in the Order Form together with all other such software which is not identified in section C of the Order Form but which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Services or is embedded in and in respect of such other software as required to be licensed in order for the Customer to receive the benefit of and/or make use of the Services;
“Supplier System”	means the information and communications technology system used by the Supplier in supplying the Services, including the Supplier Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Customer System);
“Supplier’s Confidential Information”	means <ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background 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 this Call Off Contract; c) information derived from any of the above.

“Supplier’s Final Supplier Personnel List”	means a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;
“Supplier’s Provisional Supplier Personnel List”	means a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly 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;
“Technical (Board) Review”	means the agenda item described in the Commercial Services Board – Responsibilities and Functions of Call Off Schedule B7 (Additional Performance Monitoring Requirements);
“Tender”	means the tender submitted by the Supplier to the Authority and annexed to or referred to in Framework Schedule 18;
“Termination Assistance”	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Customer pursuant to the Termination Assistance Notice;
“Termination Assistance Notice”	has the meaning given to it in paragraph 6.1 of Call Off Schedule A4 (Exit Management);
“Termination Assistance Period”	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to paragraph 6.2 of Call Off Schedule A4 (Exit Management);
“Termination Notice”	means 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 this Call Off Contract on a specified date and setting out the grounds for termination;
“Test Strategy”	means a strategy for the conduct of Testing as described further in paragraph 5 of Call Off Schedule A1 Testing;
“Test Success Criteria”	means, in relation to a Test, the test success criteria for that Test as referred to in paragraph 7 of Call Off Schedule A1 Testing;
“Third Party IPR”	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
“Third Party Software”	means any software identified as such in section C of the Order Form together with all other software which is not listed in the Order Form which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which is or will be used by the Supplier for the purposes of providing the Services);
“Transferrable Assets”	means those of the Exclusive Assets which are capable of legal transfer to the Customer;
“Transferable Contracts”	means the Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Customer

	or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation;
“Transferring Customer Employees”	means those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;
“Transferring Former Supplier Employees”	means in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
“Transferring Supplier Employees”	means those employees of the Supplier and/or the Supplier’s Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date;
“Transparency Reports”	means the information relating to the Services and performance of this Call Off Contract which the Supplier is required to provide to the Customer in accordance with the reporting requirements in Call Off Schedule 6;
“Unavailable”	means, in relation to a Service, means that the Service is not Available;
“Undelivered Services”	has the meaning given to it in Clause 6.4.1 (Supply of Services);
“Undisputed Sums Time Period”	has the meaning given to it Clause 31.1.1 (Termination of Customer Cause for Failure to Pay);
“Update”	means in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
“Upgrade”	means any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Call Off Contract Period;
“Valid Invoice”	means an invoice issued by the Supplier to the Customer that complies with the invoicing procedure in paragraph 5 (Invoicing Procedure) of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);
“Variation”	has the meaning given to it in Clause 15.1 (Variation Procedure);
“Variation Form”	means the form set out in Call Off Schedule 5 (Variation Form);
“Variation Procedure”	means the procedure set out in Clause 15.1 (Variation Procedure);
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Vulnerability Scan”	means an ongoing activity to identify any potential vulnerability in any Customer Assets, the Customer’s Systems Environment (or any part thereof) or the Supplier’s Systems Environment (or any part thereof);
“WAN”	means the wide area network (WAN) is a telecommunications network that connects the Customer sites;

“Workarounds”	means a method for overcoming a problem or limitation in a program or system;
“Worker”	means any one of the Supplier Personnel which the Customer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 0712 – Tax Arrangements of Public Appointees https://www.gov.uk/government/publications/procurement-policy-note-07-12-tax-arrangements-of-public-appointees applies in respect of the Services;
“Working Day”	means any Day other than a Saturday or Sunday or public holiday in England and Wales.

CALL OFF SCHEDULE 2: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

1. DEFINITIONS

1.1 The following terms used in this Call Off Schedule shall have the following meaning:

"Maximum Percentage Margin Rates"	means the maximum percentage margin the Supplier may add to the Costs in relation to their Services;
"Discount Structure"	means the Supplier commitment to provide a detailed discount documented approach applicable to offering discounts under the this Call Off Contract as included at Annex 2 to Framework Schedule 3.

2. GENERAL PROVISIONS

2.1 This Call Off Schedule details:

- 2.1.1 the Call Off Contract Charges for the Services under this Call Off Contract;
- 2.1.2 the payment terms/profile for the Call Off Contract Charges;
- 2.1.3 the invoicing procedure; and
- 2.1.4 the procedure applicable to any adjustments of the Call Off Contract Charges.

3. CALL OFF CONTRACT CHARGES

3.1 The Call Off Contract Charges, which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule.

3.2 The Supplier acknowledges and agrees that:

3.2.1 in accordance with paragraph 2 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Maximum Percentage Margin Rates set out in Annex 1 of Framework Schedule 3 are the maximum margin rates that the Supplier may charge pursuant to any Call Off Agreement); and

3.2.2 the Discount Structure as set out in Annex 2 to Framework Schedule 3 shall be applied by the Supplier to this Call Off Contract.

3.3 Subject to paragraph 6 of this Call Off Schedule 2 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

3.4 For the avoidance of doubt, discounts applied to the Charges pursuant to Framework Schedule 3 shall not be subject to the Variation Procedure.

3.5 The Supplier accepts that the Customer has no obligation to commit to any Volumes outlined by the Supplier. The Supplier also confirms that it accepts that the Customer may request to change any devices. Any Customer requests for a device that is not set out in this Call Off Schedule 2 will be managed in accordance with Call Off Schedule 5 (Variation Procedure).

- 3.6 The Call Off Charges are provided in accordance with the Implementation Plan and Service Levels set out in this Call Off Contract. Any Customer request to change the scope of the Services and the Call Off Charges will be subject to the Variation Procedure.
- 3.7 Where the Customer requests a change to the Service Levels and /or Service Credits included within Call Off Schedule 3 of this Call Off Contract, shall be agreed via the Variation Procedure.
- 3.8 Civil works or Excess Construction Charges may be required as part of an Openreach order when installing a circuit, which means the Supplier may rely on Openreach to commit to dates given when orders are raised. This may result in a Milestone not being achieved if the date cannot be met due to additional works delaying a delivery.
- 3.9 The charges for storing up to 2% of the LAN Devices and CPE Devices (as outlined in the Master Site List) are included in the Call Off Charges. Any request by the Customer for the Supplier to store any additional equipment, which exceeds the 2% of LAN Devices and CPE Devices, will be subject to additional charges and shall be agreed by both Parties in accordance with Call Off Schedule 5 (Variation Procedure).

4. PAYMENT TERMS/PAYMENT PROFILE

- 4.1 The payment terms and payment profile applicable to this Call Off Contract are set out in the Order Form.

5. INVOICING PROCEDURE

- 5.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in the Order Form and in accordance with the provisions of this Call Off Contract.

- 5.2 The Supplier shall ensure that each invoice is submitted electronically via the email **REDACTED UNDER FOI ACT 40 (2)** stated by the Customer contains:

- 5.2.1 all appropriate references, including the unique Resource Unit number as instructed in the Order Form;
- 5.2.2 a detailed breakdown of the Delivered Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Services relate, against the applicable due and payable Call Off Contract Charges; and
- 5.2.3 shows separately:
- (a) any Service Credits due to the Customer; and
 - (b) the VAT added to the due and payable Call Off Contract Charges in accordance with Clause 16.2.1 of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown,
- 5.2.4 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and
- 5.2.5 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.

- 5.3 Not Used

5.4 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice and Management Information unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

6. ADJUSTMENT OF CALL OFF CONTRACT CHARGES

6.1 The Call Off Contract Charges shall only be varied:

6.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause 15.2 of this Call Off Contract (Legislative Change);

6.1.2 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause B2.7 of this Call Off Contract (Continuous Improvement) where used;

6.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause and/or Clause B2 of this Call Off Contract (Benchmarking) where used;

6.1.4 where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 7 of this Call Off Schedule;

6.1.5 not used

6.1.6 not used.

6.2 Subject to paragraphs 6.1.1 to 6.1.4 of this Call Off Schedule, the Call Off Contract Charges will remain fixed for the first three (3) Call Off Contract Years.

7. SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES

7.1 Every six (6) Months during the Call Off Contract Period, the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.

7.2 Such assessments by the Supplier under paragraph 7 of this Call Off Schedule shall be carried out on 1 May and 1 December in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 8.1.5 of this Call Off Schedule 2 below.

8. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

8.1 Variations in accordance with the provisions of this Call Off Schedule to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:

8.1.1 in accordance with Clause 15.2 of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 6.1.1 of this Call Off Schedule;

8.1.2 in accordance with Clause 16.1.1 of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 6.1.2 of this Call Off Schedule;

- 8.1.3 in accordance with Clause B2.7 of this Call Off Contract (Continuous Improvement) where used, where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 6.1.2 of this Call Off Schedule;
- 8.1.4 in accordance with Clause B2 of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 6.1.3 of this Call Off Schedule; and
- 8.1.5 on 1 June for assessments made on 1 May and on 1 January for assessments made on 1 December where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 6.1.4 of this Call Off Schedule.
- 8.1.6 Not Used
- 8.1.7 Not Used

and the Parties shall amend the Call Off Contract Charges shown in the Order Form to reflect such variations.

9. CHARGES FOR PROJECTS AND DELIVERY SUPPORT SERVICES

9.1 Charges for Projects and Delivery Support Services shall be payable on the basis of the charging mechanism set out in the relevant Project Work Order (for a Project) or Consultancy Services Request (for Delivery Support Services). The charging mechanism may specify that charges are to be payable on the basis of Milestone Payments, Outcome Based Services or Time and Materials Charges.

10. MILESTONE PAYMENTS, OUTCOME BASED SERVICES AND TIME & MATERIAL CHARGES

10.1 Where Project Work Orders or Consultancy Services Requests specify Milestone Payments, Outcome Based Services or Time and Materials Charges, such Charges shall be calculated as the aggregate of SFIA Rate Card consumed in delivering the relevant Project or Delivery Support Services where Man Day Resources are calculated by reference to:

- 10.1.1 the number of Man Days utilised for each grade of Supplier Personnel within the SFIA Rate Card; and
- 10.1.2 the rate card applicable to the relevant grade of Supplier Personnel as set out within the SFIA Rate Card in Table 5 of this Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing),

Man Days utilised for each grade of the Supplier Personnel within the SFIA Rate Card can split into an hourly rate when divided by eight (8) for work that is less than a full Man Day. All hours will be rounded up.

- 10.2 No finance charges, risks or contingencies or any other uplifts shall apply to the provision of Project or Consultancy Services which are exclusively provided on a Time and Materials basis.
- 10.3 The Supplier shall maintain full and accurate records of the time spent by the Supplier's Personnel in providing the Project or Consultancy Services and shall provide such records to the Customer with each relevant invoice submitted in accordance with this Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing).

11. MANAGEMENT CHARGES

11.1 There are no separately chargeable Management Charges associated with the MLOSS Charges.

12. SERVICE CREDITS

12.1 The basis for the accrual and calculation of Service Credits is provided in Call-Off Schedule 3 (Service Levels).

12.2 Service Credits and Delay Payments during the MLOSS Call Off Contract Period may be accrued and placed into a fund (Credit Pot) which will be held by the Supplier and will be available to the Customer for deductions against the Call Off Charges or used as a deduction against new services in accordance with Call Off Schedule 5 (Variation Form) as the Customer shall determine.

13. CHANGES TO THE CHARGES

13.1 The Supplier shall not be entitled to amend the Call Off Contract Charges, Man Day Rates or other charges except in accordance with paragraph 8 of this Call Off Schedule or as a result of a proposed Change which is agreed with the Customer in accordance with the Variation Procedure.

14. CHARGES BEYOND THE INITIAL PERIOD

14.1 In the event that the Customer exercises its option to extend the Call Off Contract beyond the Call Off Initial Period, the Parties shall discuss in good faith (and agree in accordance with the Variation Procedure) any changes required to the Call Off Contract Charges in order to reflect the impact (if any) of the extension upon those Call Off Contract Charges, provided that in considering such changes the Call Off Contract Charges in this Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing) shall be used as the starting point for discussions between the Parties together with such supporting information as the Customer may reasonably require from the Supplier to support such consideration.

15. INDEXATION

15.1 The Call Off Contract Charges for the LAN Switch Devices, CPE On Site Support Costs, Catalogue Items, Man Day Rates and other charges set out in this Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing) shall not be adjusted for indexation.

16. INVOICING

16.1 Billing shall be on the first day of the calendar month and invoiced in line with the following billing schedules.

2021/2022 FISCAL YEAR NAS Contract					
Month	Start	End	Billing reports run	Glossi Billing commences	All invoices and billing information received
June	01/06/2021	30/06/2021	01/06/2021	Thursday 17/06/2021	Wednesday 30/06/2021

July	01/07/2021	31/07/2021	01/07/2021	Monday 19/07/2021	Friday 30/07/2021
August	01/08/2021	31/08/2021	02/08/2021	Wednesday 18/08/2021	Tuesday 31/08/2021
September	01/09/2021	30/09/2021	01/09/2021	Friday 17/09/2021	Thursday 30/09/2021
October	01/10/2021	31/10/2021	01/10/2021	Monday 18/10/2021	Friday 29/10/2021
November	01/11/2021	30/11/2021	01/11/2021	Wednesday 17/11/2021	Tuesday 30/11/2021
December	01/12/2021	31/12/2021	01/12/2021	Thursday 16/12/2021	Friday 31/12/2021
January	01/01/2022	31/01/2022	04/01/2022	Tuesday 18/01/2022	Tuesday 31/01/2022
February	01/02/2022	28/02/2022	01/02/2022	Tuesday 15/02/2022	Monday 28/02/2022
March	01/03/2022	31/03/2022	01/03/2022	Friday 18/03/2022	Thursday 31/03/2022

2022/2023 FISCAL YEAR NAS Contract

Month	Start	End	Billing reports run	Glossi Billing commences	All invoices and billing information received
April	01/04/2022	30/04/2022	01/04/2022	Monday 18/04/2022	Friday 29/04/2022
May	01/05/2022	31/05/2022	02/05/2022	Wednesday 18/05/2022	Tuesday 31/05/2022
June	01/06/2022	30/06/2022	01/06/2022	Friday 17/06/2022	Thursday 30/06/2022
July	01/07/2022	31/07/2022	01/07/2022	Monday 18/07/2022	Friday 29/07/2022
August	01/08/2022	31/08/2022	01/08/2022	Thursday 18/08/2022	Wednesday 31/08/2022
September	01/09/2022	30/09/2022	01/09/2022	Monday 19/09/2022	Friday 30/09/2022
October	01/10/2022	31/10/2022	03/10/2022	Tuesday 18/10/2022	Monday 31/10/2022
November	01/11/2022	30/11/2022	01/11/2022	Thursday 17/11/2022	Wednesday 30/11/2022
December	01/12/2022	31/12/2022	01/12/2022	Thursday 15/12/2022	Friday 30/12/2022
January	01/01/2023	31/01/2023	03/01/2023	Wednesday 18/01/2023	Tuesday 31/01/2023
February	01/02/2023	28/02/2023	01/02/2023	Wednesday 15/02/2023	Tuesday 28/02/2023
March	01/03/2023	31/03/2023	01/03/2023	Monday 20/03/2023	Friday 31/03/2023

2023/2024 FISCAL YEAR NAS Contract

Month	Start	End	Billing reports run	Glossi Billing commences	All invoices and billing information received
April	01/04/2023	30/04/2023	03/04/2023	Monday 17/04/2023	Friday 28/04/2023
May	01/05/2023	31/05/2023	01/05/2023	Thursday 18/05/2023	Wednesday 31/05/2023
June	01/06/2023	30/06/2023	01/06/2023	Monday 19/06/2023	Friday 30/06/2023
July	01/07/2023	31/07/2023	03/07/2023	Tuesday 18/07/2023	Monday 31/07/2023
August	01/08/2023	31/08/2023	01/08/2023	Friday 18/08/2023	Thursday 31/08/2023
September	01/09/2023	30/09/2023	01/09/2023	Monday 18/09/2023	Friday 29/09/2023
October	01/10/2023	31/10/2023	02/10/2023	Wednesday 18/10/2023	Tuesday 31/10/2023
November	01/11/2023	30/11/2023	01/11/2023	Friday 17/11/2023	Thursday 30/11/2023
December	01/12/2023	31/12/2023	01/12/2023	Thursday 14/12/2023	Friday 29/12/2023
January	01/01/2024	31/01/2024	02/01/2024	Thursday 18/01/2024	Wednesday 31/01/2024
February	01/02/2024	29/02/2024	01/02/2024	Friday 16/02/2024	Thursday 29/02/2024
March	01/03/2024	31/03/2024	01/03/2024	Monday 18/03/2024	Friday 29/03/2024

2024/2025 FISCAL YEAR NAS Contract

Month	Start	End	Billing reports run	Glossi Billing commences	All invoices and billing information received
April	01/04/2024	30/04/2024	01/04/2024	Wednesday 17/04/2024	Tuesday 30/04/2024
May	01/05/2024	31/05/2024	01/05/2024	Monday 20/05/2024	Friday 31/05/2024
June	01/06/2024	30/06/2024	03/06/2024	Monday 17/06/2024	Friday 28/06/2024
July	01/07/2024	31/07/2024	01/07/2024	Thursday 18/07/2024	Wednesday 31/07/2024
August	01/08/2024	31/08/2024	01/08/2024	Monday 19/08/2024	Friday 30/08/2024
September	01/09/2024	30/09/2024	02/09/2024	Tuesday 17/09/2024	Monday 30/09/2024
October	01/10/2024	31/10/2024	01/10/2024	Friday 18/10/2024	Thursday 31/10/2024
November	01/11/2024	30/11/2024	01/11/2024	Monday 18/11/2024	Friday 29/11/2024

16.2 During the implementation and transition of the Call Off Contract there will be pro-rated billing required following the application of the MLOSS LAN Switch Device Charges on Wednesday 27th October 2021. The principle set out in paragraph 16.3 below for pro-rated billing will apply.

16.3 The final billing cut for the PSN Connectivity (PSN C) Contract will be for ports utilised between the 27th September 2021 – 26th October 2021 (thirty (30) calendar days). On the 27th October 2021 the Supplier will cut the data for the MLOSS LAN Switch Devices and this will be pro-rated from 27th October 2021 – 31st October 2021 (four (4) calendar days). On the 1st November 2021 the MLOSS LAN Switch Device Charges will also include November's full month. For the avoidance of doubt this will be one (1) month plus four (4) calendar days, which will be billed in November for the LAN Switch Device Charges.

16.4 Volumes of MLOSS services

16.4.1 Annex 2 of this Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing) illustrates the volume of LAN Switch Devices that will be live on the estate once the Implementation Plan, as set out in Appendix K, has been fully implemented. This will also include any spares.

16.5 Billing Reports

16.5.1 The Supplier shall provide the following billing reports in accordance with the timelines outlined in the below table to the Customer.

Billing Report	Delivery time
Outstanding Charges	Within 2 Working Days of the end of each SMP
Invoice Status	Within 5 Working Days of the end of each SMP
Service Credit	Within 5 Working Days of the end of each SMP
Number of Switches	At the end of each billing window
Electronic Invoicing	At the end of each billing window

16.6 TUPE

16.6.1 The Customer shall reimburse the Supplier for redundancy costs relating to Eligible Redundant Employees in accordance with Call Off Schedule A3 Staff Transfer.

16.7 END OF SOFTWARE MAINTENANCE AND SWITCH DEVICES

16.7.1 In line with Table 1 below, both Parties note that a number of the Customer's LAN Switch Devices already installed within the live environment on the estate or held in spares are out of support. LAN Switch Devices, which reach their end of software maintenance date become End of Software Maintenance during the Call Off Contract Period will continue to be maintained on a reasonable endeavours

basis, aligned to existing Service Levels but not subject to Service Credits, as manufacturer support cannot be obtained and software/security updates will not be available. This would also be applicable where any new or replacement LAN Switch Devices become End of Software Maintenance.

Table 1 End of Software Maintenance Switch Information

REDACTED UNDER FOI ACT 43(2)

CALL OFF SCHEDULE 2 CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING - ANNEX 1

1. MLOSS SERVICE CHARGES

1.1 The following tables as set out below cover the Milestone Payments for the one-off Implementation and Transition Cost and the LAN Managed Service recurring Resource Unit (RU) charges for each LAN Switch Device.

2. MILESTONE PAYMENTS

2.1 There are Milestone payments associated with the one-off implementation and transition charges.

2.2 The Call Off Charges as set out below in Table 2 are payable upon successful completion of the respective Milestone as set out in Appendix K – Implementation Plan. This will be confirmed by the Customer issuing a Satisfaction Certificate to confirm each Milestone has been completed and accepted into the Service.

Table 2

Call Off Charges for One-Off Implementation and Transition	Charge
Resource	REDACTED UNDER FOI ACT 43(2)
Equipment	REDACTED UNDER FOI ACT 43(2)

Maintenance During Transition	REDACTED UNDER FOI ACT 43(2)
Circuit Set Up	REDACTED UNDER FOI ACT 43(2)
Tooling Set Up	REDACTED UNDER FOI ACT 43(2)
Implementation of an internet facing email capability	REDACTED UNDER FOI ACT 43(2)
Geo-Resilient Prime solution	REDACTED UNDER FOI ACT 43(2)
TOTAL	REDACTED UNDER FOI ACT 43(2)

3. MONTHLY LAN MANAGED SERVICE CHARGES

3.1 Call Off Charges for the monthly LAN Managed Service are calculated on the basis of the volume of LAN Switch Device Types multiplied by the respective monthly per device charge as set out in Table 3 below.

Table 3

Resource Unit	LAN Switch Device Type	Per Device charge (£)
LAN0100	WS-C2950G-48-EI	REDACTED UNDER FOI ACT 43(2)
LAN0101	WS-C2960+24PC-L	REDACTED UNDER FOI ACT 43(2)
LAN0102	WS-C2960+48PST-L	REDACTED UNDER FOI ACT 43(2)
LAN0103	WS-C2960X-24PS-L	REDACTED UNDER FOI ACT 43(2)
LAN0104	WS-C2960X-24TS-L	REDACTED UNDER FOI ACT 43(2)
LAN0105	WS-C2960X-48LPS-L	REDACTED UNDER FOI ACT 43(2)
LAN0106	WS-C3560-24PS-S	REDACTED UNDER FOI ACT 43(2)
LAN0107	WS-C3560-48PS-S	REDACTED UNDER FOI ACT 43(2)
LAN0108	WS-C3750-24PS-S	REDACTED UNDER FOI ACT 43(2)
LAN0109	WS-C3750-48PS-S	REDACTED UNDER FOI ACT 43(2)
LAN0110	WS-C3750G-24TS-S	REDACTED UNDER FOI ACT 43(2)
LAN0111	WS-C3750X-12S-S	REDACTED UNDER FOI ACT 43(2)

LAN0112	WS-C3750X-24S-S	REDACTED UNDER FOI ACT 43(2)
LAN0113	WS-C3850-12S-S	REDACTED UNDER FOI ACT 43(2)
LAN0114	WS-C6506-E	REDACTED UNDER FOI ACT 43(2)
LAN0115	WS-C2960X-24TD-L	REDACTED UNDER FOI ACT 43(2)
LAN0116	WS-C2960X-48TS-L	REDACTED UNDER FOI ACT 43(2)
LAN0117	WS-C3850-24-T	REDACTED UNDER FOI ACT 43(2)
LAN0118	WS-C4500X-16	REDACTED UNDER FOI ACT 43(2)
LAN0119	4900M	REDACTED UNDER FOI ACT 43(2)
LAN0120	DS-C9250i-K9	REDACTED UNDER FOI ACT 43(2)
LAN0121	N5K-C56128P	REDACTED UNDER FOI ACT 43(2)

3.2 Any Customer request for a LAN Switch Device that is not set out in Table 3 above, shall be agreed in accordance with the Variation Procedure.

3.3 Prior to the readiness of the MLOSS service under this Call-Off Contract and as determined by the Implementation Plan in Appendix K, service continuity of PSN-C LAN services beyond 14 September 2021 will be via a novation in accordance with the Variation Procedure.

3.4 When a Customer Site is closing and requires a LAN device switch ceasing, a thirty (30) day notice period shall apply. Such requests shall be submitted by the Customer to the Supplier via a Project Request in accordance with Call Off Schedule 5 (Variation - Annex 1 Operational Change).

3.5 For new LAN Switch Device requests, the Customer shall submit a Project Request to the Supplier in line with Call Off Schedule 5 (Variation - Annex 1 Operational Change). Where any items are not detailed within the Catalogue or SFIA rate card, these will be priced on request and agreed in accordance with the Variation Procedure.

4. CPE ONSITE SUPPORT CHARGES

4.1 CPE Onsite Support Charges on a Per Event basis is as set out in Table 4 below, which covers the engineer activity as outlined in Table 4. In addition to CPE Onsite Support Services, the Customer may request via the Variation Procedure for the Supplier to purchase CPE for the Customer. Decommissioning of CPE does not include any transport costs and any transport costs will be agreed in accordance with the Variation Procedure.

Table 4

Resource Unit	CPE Onsite Support Services	In hours Charge	Out Of Hours Charge
LAN0122 CPE	Installation of CPE	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

LAN0122 CPE	Fault Finding and Fault Resolution of CPE and Replacing CPE	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0122 CPE	Fault Finding and Fault Resolution of Cabling repairs/replacing	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0122 CPE	Replacing CPE	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0122 CPE	Decommissioning of CPE	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0122 CPE	Secure Disposal of CPE	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0122 CPE	Access Point (AP) Replacement	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

<u>Break</u>	<u>Fix</u>
<u>Assumptions</u>	
Number of Events/Moves/Changes included	The number of events a supplier is including per site pooled across all sites
Out of Hours Charge	Any time that is outside of the below stated Customer Office Hours
Customer Office Hours	07:45 to 20:00 Monday to Friday & 08:45 to 17:00 Saturday
Devices	Included with the Master Site List
Spares Pool	A spares pool will be maintained by the Supplier and agreed with the Customer
Incident pooling	The Supplier will endeavour to combine Incidents where possible to one site visit (depending on the severity)
New install charge	This does not include the cost of the device as the device will come from the spares pool
Estimated number of sites for the calculation	The number of sites that we the Customer use for the calculations 960 as per the Master Site list

- 4.2 The CPE Onsite Support Charges will apply once Milestone 17 listed in the Take On table within Appendix K (Implementation Plan) has been completed and a signed Satisfaction Certificate has been provided by the Customer.
- 4.3 Where access to site specific documentation (including but not limited to; site plans, Operation and Maintenance manuals, and network patching maps which are not in scope of this Call-Off Contract and asbestos register) is not available, the Supplier will need to consider the following in relation to cabling installation and patching/cable faults, and the impact on any additional charges:
- 4.3.1 for cabling installation, lead times would not be impacted. However, an additional charge for a cabling survey will be levied on the first visit to any Customer Site where, not only will an engineer plan the installation, but also collect detailed information of the existing cabling installation, negating any further survey charge when additional works are required at the site; and
 - 4.3.2 for patching or cabling fault requests, although the lead times would not be affected, the time to complete the request may be affected once on Customer Site and could result in an uplift from the current quoted catalogue cost for up to 30 patches a day at REDACTED UNDER FOI ACT 43(2) to a full engineering day rate cost of to a full engineering day rate cost of REDACTED UNDER FOI ACT 43(2)

5. CATALOGUE ITEMS

- 5.1 The Customer has determined that certain services may be requested as part of the Service and are set out as Catalogue Items in Table 5 below. Where these are requested by the Customer, via TechNow or a Project Request, the Supplier will confirm and complete the activity in line with the confirmed Lead Time SLA (number of Working Days).
- 5.2 Where these Catalogue Items have confirmed charges that are in addition to the base CPE Onsite Support Services Charge as set out in Table 4, the Supplier will confirm the total Call Off Contract Charge with the breakdown of the CPE Onsite Support Charge and the incremental charge.
- 5.3 Any Customer requests to add further Catalogue Items to Table 5, shall be agreed via the Variation Procedure.

Table 5

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
LAN0123 PWO/CSR/Cabling	Remote activation and configuration of an LAN port	Engineer will activate LAN Port.	1 Working Day for 10 or less instances or 5 Working Days for 11 to 99 instances (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	
LAN0123 PWO/CSR/Cabling	Remote deactivation of LAN Port	Engineer will deactivate active LAN Port.	1 Working Day for 10 or less instances or 5 Working Days for 11 to 99 instances (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	
LAN0123 PWO/CSR/Cabling	Attend site to patch and activate LAN port	Engineer will activate LAN Port, patch in port floor/wall port. Flylead	5 days for up to 30 (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
		will be provided if required.			
LAN0123 PWO/CSR/Cabling	Attend site to patch and deactivate Active Lan port	Engineer will activate LAN Port, patch in port floor/wall port. Flylead will be provided if required.	5 days for up to 30 (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	
LAN0123 PWO/CSR/Cabling	Configuration change of Active LAN Port	Change configuration of an Active port	1 Working Day for 10 or less instances or 5 Working Days for 11 to 99 instances (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	
LAN0123 PWO/CSR/Cabling	Remote activation LAN port to use by an Analogue Gateway	Engineer will activate LAN Port for use by an Analogue Gateway.	1 Working Day for 10 or less instances or 5 Working Days for 11 to 99 instances	REDACTED UNDER FOI ACT 43(2)	

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
		<p>The Analogue gateway will be installed by DWP Third Party Supplier managing the IP Telephony who will call Supplier of LAN Services to enable configure the active port. LAN design will be updated with location of the Gateway.</p>	(following receipt of a valid request)		
LAN0123 PWO/CSR/Cabling	Install additional LAN switch at any Site	Implement an additional LAN service switch	Ten (10) Working Days (following receipt of a valid request)	<p>REDACTED UNDER FOI ACT 43(2)</p>	

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
LAN0123 PWO/CSR/Cabling	Site survey (in hours Mon – Fri 09.00 – 17.00)	Undertake a site survey	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	
LAN0123 PWO/CSR/Cabling	Site survey additional per hour out of hours (OOH) charge	where site survey is required OOH	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	Design of building cabling	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	Optional out of hours and Saturday uplift	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	1-5 single outlets (including cable, RJ45 outlet, faceplate	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
		and testing) Includes LSZH cable, faceplate, module, surface backbox and final drop of PVC mini trunking if required			
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	6-10 single outlets (including cable, RJ45 outlet, faceplate and testing) Includes LSZH cable, faceplate, module, surface backbox and final drop of PVC mini trunking if required	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	11-25 single outlets (including cable, RJ45 outlet, faceplate and testing) Includes LSZH cable, faceplate, module, surface backbox and final drop of PVC mini trunking if required	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	26-50 single outlets (including cable, RJ45 outlet, faceplate and testing) Includes LSZH cable, faceplate, module, surface	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
		backbox and final drop of PVC mini trunking if required			
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	50-100 single outlets (including cable, RJ45 outlet, faceplate and testing) Includes LSZH cable, faceplate, module, surface backbox and final drop of PVC mini trunking if required	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2).
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	100 - 500 single outlets (including cable, RJ45 outlet, faceplate	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
		and testing) Includes LSZH cable, faceplate, module, surface backbox and final drop of PVC mini trunking if required			
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	500 - 1000 single outlets (including cable, RJ45 outlet, faceplate and testing) Includes LSZH cable, faceplate, module, surface backbox and final drop of PVC mini trunking if required	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	over 1000 single outlets (including cable, RJ45 outlet, faceplate and testing) Includes LSZH cable, faceplate, module, surface backbox and final drop of PVC mini trunking if required	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	24-way UTP patch panel Supply and secure to cabinet	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	42U x 800mm x 800mm cabinet c/w glass door, earth	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
		bonding kit, cable tray, 12-way PDU (commando plug) and fantray. Rittal Cabinet, includes for cabinet positioning, excludes the installation of an earth cable			
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	42U x 600mm x 800mm cabinet c/w glass door, earth bonding kit, cable tray, 12-way PDU (commando plug) and fantray. Rittal Cabinet,	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
		includes for cabinet positioning, excludes the installation of an earth cable			
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	47U x 800mm x 800mm cabinet c/w glass door, earth bonding kit, cable tray, 12-way PDU (commando plug) and fantray. Rittal Cabinet, includes for cabinet positioning, excludes the installation of an earth cable	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	47U x 600mm x 800mm cabinet c/w glass door, earth bonding kit, cable tray, 12-way PDU (commando plug) and fantray. Rittal Cabinet, includes for cabinet positioning, excludes the installation of an earth cable	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	15U wall mounted cabinet c/w 6-way PDU, cable tray, and fantray. 500mm deep wall mount	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
		cabinet, includes for cabinet positioning, excludes the installation of an earth cable			
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	Plinth 800mm x 800mm x 100mm	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2).
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	Plinth 800mm x 600mm x 100mm	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	Horizontal 1U cable management bar (letterbox type)	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	Horizontal 1U cable management bar - Black Plastic Rings	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	Horizontal 1U Cable management bar - brush type	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	1U blanking plate	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	2U blanking plate	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	4U blanking plate	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	Vertical cable management hoops	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	6-way PDU (Standard sockets on strip fitted with 16-amp Commando style plug connector)	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	12-way PDU (Standard sockets on strip fitted with 16-amp Commando style plug connector)	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	Cantilever shelf - 2U 225mm depth	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	Cantilever shelf - 2U 300mm depth	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	Cantilever shelf - 2U 400mm depth	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	Telescopic shelf	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	1m UTP coloured patch cable (supply only)	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	2m UTP coloured patch cable (supply only)	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	3m UTP coloured patch cable (supply only)	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	5m UTP coloured patch cable (supply only)	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	10m UTP coloured patch cable (supply only)	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	OM3 (LC to LC) Patch Cord - 5 metres (supply only)	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	OM2 (LC to LC) Patch Cord - 5 metres (supply only)	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	12 core int/ex 50/125 multimode fibre cable incl. testing (per metre). OM2 Cable & Internal Cable pulling	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	12 core int/ex 8-10/125 single mode fibre cable incl. testing (per metre). OS1 Cable & Internal Cable pulling	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	SC multimode connectors. Supply only Includes HM connector & termination	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	SC single mode connectors. Supply only Includes HM connector & termination	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	12-way fibre patch panel - loaded with 12 duplex mm adaptors. Includes patch panel, couplers and fitting to a cabinet	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	12-way fibre patch panel - loaded with 12 duplex sm adaptors. Includes patch panel, couplers and	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

Resource Unit	Item	Detailed Description (of service)	Lead Time SLA - number of Working days	Charges	Notes
		fitting to a cabinet			
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	24-way fibre patch panel - loaded with 12 duplex mm adaptors. Includes patch panel, couplers and fitting to a cabinet	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
LAN0123 PWO/CSR/Cabling	Attend Site Conduct Cabling	24-way fibre patch panel - loaded with 12 duplex sm adaptors. Includes patch panel, couplers and fitting to a cabinet	Ten (10) Working Days (following receipt of a valid request)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

5.4 The Catalogue charges will apply once Milestone 15 listed in the Take On table within Appendix K (Implementation Plan) has been completed and a signed Satisfaction Certificate has been provided by the Customer.

Table 5 - MAN Days and SFIA Rate Card

Skills for the Information Age (SFIA) Definitions and Rate Card	Strategy & Architecture	Business Change	Solution Development & Implementation	Service Management	Procurement & Management Support	Client Interface
Follow	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
Assist	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
Apply	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
Enable	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
Ensure / Advise	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
Initiate / Influence	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
Set Strategy / Inspire	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

**Standards for SFIA
Rate Card**

Working Day	8 hours exclusive of travel and lunch
Working week	Monday to Friday excluding National Holidays
Customer Office Hours	07:45 to 20:00 Monday to Friday and 08:45 to 17:00 Saturday
Travel and Subsistence	Included within day rate
Mileage	Included within day rate
Professional Indemnity Insurance	Included within day rate
Premium applied to rates for standard hours	Outside of Customer Office Hours - SFIA Rate Card charged at 1.5 x.

Role Codes for the SFIA Rate Card

DWP Role Code	DWP Role Description	Day	Outside of Customer Office Hours
SA1	Strategy & Architecture - Follow	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SA2	Strategy & Architecture - Assist	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SA3	Strategy & Architecture - Apply	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SA4	Strategy & Architecture - Enable	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SA5	Strategy & Architecture - Ensure/Advise	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SA6	Strategy & Architecture - Initiate/Influence	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SA7	Strategy & Architecture – Set Strategy/Inspire	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

BC1	Business Change - Follow	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
BC2	Business Change - Assist	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
BC3	Business Change - Apply	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
BC4	Business Change - Enable	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
BC5	Business Change - Ensure/Advise	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
BC6	Business Change - Initiate/Influence	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
BC7	Business Change - Set Strategy/Inspire	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SDI1	Solution Development & Implementation - Follow	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SDI2	Solution Development & Implementation - Assist	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SDI3	Solution Development & Implementation - Apply	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SDI4	Solution Development & Implementation - Enable	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SDI5	Solution Development & Implementation - Ensure/Advise	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SDI6	Solution Development & Implementation - Initiate/Influence	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SDI7	Solution Development & Implementation - Set Strategy/Inspire	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SM1	Service Management - Follow	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SM2	Service Management - Assist	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SM3	Service Management - Apply	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SM4	Service Management - Enable	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SM5	Service Management - Ensure/Advise	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SM6	Service Management - Initiate/Influence	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
SM7	Service Management - Set Strategy/Inspire	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
PMS1	Procurement & Management Support - Follow	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

PMS2	Procurement & Management Support - Assist	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
PMS3	Procurement & Management Support - Apply	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
PMS4	Procurement & Management Support -Enable	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
PMS5	Procurement & Management Support - Ensure/Advise	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
PMS6	Procurement & Management Support - Initiate/Influence	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
PMS7	Procurement & Management Support - Set Strategy/Inspire	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
CI1	Client Interface - Follow	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
CI2	Client Interface - Assist	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
CI3	Client Interface - Apply	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
CI4	Client Interface - Enable	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
CI4	Client Interface - Ensure/Advise	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
CI6	Client Interface - Initiate/Influence	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
CI7	Client Interface - Set Strategy/Inspire	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

5.5 The table below provides a summary description of the minimum skills, experience and qualifications that Supplier Personnel are expected to have within each grade type for the purpose of calculating the applicable Day Rate.

SFIA	Autonomy	Influence	Complexity	Business Skills
Follow	Works under close supervision. Uses little discretion. Is expected to seek guidance in expected situations.	Interacts with immediate colleagues.	Performs routine activities in a structured environment. Requires assistance in resolving unexpected problems.	Uses basic information systems and technology functions, applications, and processes. Demonstrates an organised approach to work. Learns new skills and applies newly acquired knowledge. Has basic oral and written communication skills. Contributes to identifying own development opportunities.

Assist	Works under routine supervision. Uses minor discretion in resolving problems or enquiries. Works without frequent reference to others.	Interacts with and may influence immediate colleagues. May have some external contact with customers and suppliers. May have more influence in own domain.	Performs a range of varied work activities in a variety of structured environments.	Understands and uses appropriate methods, tools and applications. Demonstrates a rational and organised approach to work. Is aware of health and safety issues. Identifies and negotiates own development opportunities. Has sufficient communication skills for effective dialogue with colleagues. Is able to work in a team. Is able to plan, schedule and monitor own work within short time horizons. Absorbs technical information when it is presented systematically and applies it effectively.
Apply	Works under general supervision. Uses discretion in identifying and resolving complex problems and assignments. Usually receives specific instructions and has work reviewed at frequent milestones. Determines when issues should be escalated to a higher level.	Interacts with and influences department/project team members. May have working level contact with customers and suppliers. In predictable and structured areas may supervise others. Makes decisions which may impact on the work assigned to individuals or phases of projects.	Performs a broad range of work, sometimes complex and non-routine, in a variety of environments.	Understands and uses appropriate methods, tools and applications. Demonstrates an analytical and systematic approach to problem solving. Takes the initiative in identifying and negotiating appropriate development opportunities. Demonstrates effective communication skills. Contributes fully to the work of teams. Plans, schedules and monitors own work (and that of others where applicable) competently within limited deadlines and according to relevant legislation and procedures. Absorbs and applies technical information. Works to required standards. Understands and uses appropriate methods, tools and applications. Appreciates the wider field of information systems, and how own role relates to other roles and to the business of the employer or

				client.
Enable	<p>Works under general direction within a clear framework of accountability</p> <p>Exercises substantial personal responsibility and autonomy. Plans own work to meet given objectives and processes.</p>	<p>Influences team and specialist peers internally. Influences customers at account level and suppliers. Has some responsibility for the work of others and for the allocation of resources. Participates in external activities related to own specialism. Makes decisions which influence the success of projects and team objectives.</p>	<p>Performs a broad range of complex technical or professional work activities, in a variety of contexts.</p>	<p>Selects appropriately from applicable standards, methods, tools and applications. Demonstrates an analytical and systematic approach to problem solving. Communicates fluently orally and in writing, and can present complex technical information to both technical and non-technical audiences. Facilitates collaboration between stakeholders who share common objectives. Plans, schedules and monitors work to meet time and quality targets and in accordance with relevant legislation and procedures. Rapidly absorbs new technical information and applies it effectively. Has a good appreciation of the wider field of information systems, their use in relevant employment areas and how they relate to the business activities of the employer or client. Maintains an awareness of developing technologies and their application and takes some responsibility for personal development.</p>
Ensure / Advise	<p>Works under broad direction. Is fully accountable for own technical work and/or project/ supervisory responsibilities. Receives assignments in the form of objectives. Establishes own milestones and team objectives, and delegates</p>	<p>Influences organisation, customers, suppliers and peers within industry on the contribution of own specialism. Has significant responsibility for the work of others and for the allocation of resources. Makes decisions which impact on the success of assigned</p>	<p>Performs a challenging range and variety of complex technical or professional work activities. Undertakes work which requires the application of fundamental principles in a wide and often unpredictable range of contexts. Understands the relationship between own</p>	<p>Advises on the available standards, methods, tools and applications relevant to own specialism and can make correct choices from alternatives. Analyses, diagnoses, designs, plans, execute and evaluates work to time, cost and quality targets. Communicates effectively, formally and informally, with colleagues,</p>

	<p>responsibilities. Work is often self-initiated.</p>	<p>projects i.e. results, deadlines and budget. Develops business relationships with customers.</p>	<p>specialism and wider customer/organisational requirements.</p>	<p>subordinates and customers. Demonstrates leadership. Facilitates collaboration between stakeholders who have diverse objectives. Understands the relevance of own area of responsibility/specialism to the employing organisation. Takes customer requirements into account when making proposals. Takes initiative to keep skills up to date. Mentors more junior colleagues. Maintains an awareness of developments in the industry. Analyses requirements and advises on scope and options for operational improvement. Demonstrates creativity and innovation in applying solutions for the benefit of the customer.</p>
<p>Initiate / Influence</p>	<p>Has defined authority and responsibility for a significant area of work, including technical, financial and quality aspects. Establishes organisational objectives and delegates responsibilities. Is accountable for actions and decisions taken by self and subordinates.</p>	<p>Influences policy formation on the contribution of own specialism to business objectives. Influences a significant part of own organisation and influences customers/suppliers and industry at senior management level. Makes decisions which impact the work of employing organisations, achievement of organisational objectives and financial performance. Develops high-level relationships with customers, suppliers and industry leaders.</p>	<p>Performs highly complex work activities covering technical, financial and quality aspects. Contributes to the formulation of IT strategy. Creatively applies a wide range of technical and/or management principles.</p>	<p>Absorbs complex technical information and communicates effectively at all levels to both technical and non-technical audiences. Assesses and evaluates risk. Understands the implications of new technologies. Demonstrates clear leadership and the ability to influence and persuade. Has a broad understanding of all aspects of IT and deep understanding of own specialism(s). Understands and communicates the role and impact of IT in the employing organisation and promotes compliance with relevant legislation. Takes the initiative to keep both own and subordinates' skills up to date and to maintain an awareness of</p>

				developments in the IT industry.
Set Strategy / Inspire	Has authority and responsibility for all aspects of a significant area of work, including policy formation and application. Is fully accountable for actions taken and decisions made, both by self and subordinates	Makes decisions critical to organisational success. Influences developments within the IT industry at the highest levels. Advances the knowledge and/or exploitation of IT within one or more organisations. Develops long-term strategic relationships with customers and industry leaders.	Leads on the formulation and application of strategy. Applies the highest level of management and leadership skills. Has a deep understanding of the IT industry and the implications of emerging technologies for the wider business environment.	Understands, explains and presents complex technical ideas to both technical and nontechnical audiences at all levels up to the highest in a persuasive and convincing manner. Has a broad and deep IT knowledge coupled with equivalent knowledge of the activities of those businesses and other organisations that use and exploit IT. Communicates the potential impact of emerging technologies on organisations and individuals and analyses the risks of using or not using such technologies. Assesses the impact of legislation, and actively promotes compliance. Takes the initiative to keep both own and subordinates' skills up to date and to maintain an awareness of developments in IT in own area(s) of expertise.

CALL OFF SCHEDULE 2 CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING - ANNEX 2

1. VOLUME OF LAN SWITCH DEVICES

1.1 The below table illustrates the volume of LAN Switch Devices that are either in the live environment on the estate or held in spares stock at Call Off Commencement date.

LAN Switch Device Type	Live Environment	Spares Stock
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)

CALL OFF SCHEDULE 3: SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING

1. DEFINITIONS

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

“Achieved Service Level”	means the actual level of performance of a Service achieved by the Supplier in relation to a Service Level Performance Criteria for a Service Period;
“Agreed Service Time”	means the period during which the Supplier ensures the Services are Available to the Customer;
“Available”	a Service shall be “Available” when the Customer’s end users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shall be construed accordingly;
“Call-Off Contract Year”	means a consecutive period of twelve (12) Months commencing on the Call-Off Commencement Date or each anniversary thereof;
“Critical Service Level Failure”	means any instance of critical service level failure specified in this Call Off Schedule 3;
“Downtime”	means any period of time within the Agreed Service Time during which a Service is not Available, excluding Planned Downtime;
“Imposed Carrier Downtime”	means time during which the Supplier is prevented from supplying the Services due to unavailability of an underlying telecommunications service from a third-party provider on which the Services are dependent. In any instance where the Supplier claims Imposed Carrier Downtime, the Supplier must be able to provide evidence to the satisfaction of the Customer that the interruption to the Services was in fact due in its entirety to unavailability of the underlying service;
“Incident”	means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect the Services in the future;
“Incident Resolution Time”	means the time taken by the Supplier to Resolve an Incident, as set out in this Schedule;
“Increased Impact Service Level”	means any increased impact service specified in this Call Off Schedule 3;

“Key Performance Indicator or KPIs”	means any key performance indicator specified in this Call Off Schedule 3;
“Performance Monitoring Reports”	means reports as specified in this Call Off Schedule 3;
“Performance Review Meetings”	means review meetings as specified in this Call Off Schedule 3;
“Planned Downtime”	means the time agreed in advance in writing by the Supplier and Customer within the Agreed Service Time when a Service is not Available;
“Provisioning”	means the time taken from the placement of an Order for a Service or part thereof until the Service is Available to the Customer and Provision shall be construed accordingly;
“Repeat Failure”	means the failure to meet a service level in the initial and subsequent periods as set out in this Call Off Schedule 3.
“Resolution”	means an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident or to implement a workaround, such that the Services are returned to being Available. Resolve and Resolved shall be construed accordingly;
“Service Credit Cap”	<p>means:</p> <p>(a) in the period from the Call-Off Commencement Date to the end of the first Call-Off Contract Year two hundred thousand pounds (£200,000); and</p> <p>(b) during the remainder of the Call-Off Contract Period, fifty per cent (50%) of the Call-Off Contract Charges payable to the Supplier under this Call-Off Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued;</p> <p>unless otherwise stated in the Order Form during a Further Competition.</p>
“Service Credits”	means any service credits specified in this Call Off Schedule being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;
“Service Desk”	means the single point of contact set up and operated by the Supplier to log, monitor and escalate Incidents, Incident Resolutions and Catalogues;

“Service Failure Threshold”	means the level of performance of a Service which becomes unacceptable to the Customer, including as set out in each Service Level Performance Criteria and where the Supplier fails to provide the Services in accordance with this Call Off Contract;
“Service Level Failure”	means a failure to meet the Service Level Threshold in respect Service Level Performance Criterion;
“Service Level Performance Criteria”	means the criteria identified in this Call Off Schedule 3, against which the individual metrics are assessed;
“Service Levels”	means any service levels applicable to the provision of the Services under this Call-Off Contract specified in this Call-Off Schedule 3 (Service Levels);
“Service Level Threshold”	shall be as set out against the relevant Service Level Performance Criteria in this Call Off Schedule 3;
“Service Period”	means a recurrent period of one calendar month during the Call-Off Contract Period, unless otherwise specified in the Order Form;
“Unavailable”	in relation to a Service, means that the Service is not Available;

2. WHAT HAPPENS IF THE SUPPLIER DOES NOT MEET THE SERVICE LEVELS

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Threshold for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Customer to the rights set out in this Schedule, as appropriate, 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 Customer as a result of the Supplier’s failure to meet any Service Level Threshold.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Customer detailing the level of service which was achieved in accordance with the Performance Monitoring provisions of this Schedule.
- 2.4 A Service Credit shall be the Customer’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 Significant Service Failure 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 Customer being required to make a compensation payment to one or more third parties; and/or
- (e) the Customer is otherwise entitled to or does terminate this Contract pursuant to Clause 30.2 of the Call Off Terms .

3. CHANGES TO SERVICE LEVELS, KEY PERFORMANCE INDICATORS AND SEVERITY WEIGHTING

3.1 Any modifications to Service Level Thresholds, Increased Impact Service Levels, Service Failure Thresholds, demotion of Service Levels to KPIs, promotion of KPIs to Service Levels and changes to Severity Weighting shall be dealt with in accordance with the Variation Procedure. Subject to the foregoing, it is the intention of the Parties that:

3.1.1 KPIs shall not attract Service Credits; and

3.1.2 from time to time during the Call Off Contract Period, at the Customer's request, representatives of the Supplier and the Customer shall negotiate in good faith to:

- (a) amend any Service Levels and/or add new Service Levels;
- (b) amend or remove any KPIs and/or add new KPIs;
- (c) adjust the Severity Weightings; and
- (d) convert any KPIs into Service Levels and/or any Service Levels into KPIs, the purpose being to reflect changes in the Customer's business requirements or objectives.

3.2 The Service Levels applicable to the Local Area Network Service shall initially have the Severity Weightings shown in paragraph 8 of Annex 1 to this Call-Off Schedule 3.

4. CRITICAL SERVICE LEVEL FAILURE

4.1 On the occurrence of a Critical Service Level Failure:

4.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

4.1.2 the Customer 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 4 shall be without prejudice to the right of the Customer to terminate this Contract pursuant to Clause 30.2 of the Call Off Terms and/or to claim damages from the Supplier for material Default.

Service Levels and Service Credits

5. GENERAL PROVISIONS

5.1 The Supplier shall provide support and advice, when required by the Customer, on matters relating to:

- 5.1.1 Availability of the Services;
- 5.1.2 Quality of the Services;
- 5.1.3 Provisioning;
- 5.1.4 Essential downtime
- 5.1.5 Customer support;
- 5.1.6 Complaints handling; and
- 5.1.7 Accurate and timely invoices.

5.2 The Supplier accepts and acknowledges that failure to meet the Service Level Threshold set out in this this Call-Off Schedule 3 will result in Service Credits being due to the Customer.

6. PRINCIPAL POINTS

6.1 The objectives of the Service Levels, KPIs and Service Credits are to:

- 6.1.1 Incentivise the Supplier to meet the Service Levels and KPIs, and to remedy any failure to meet the Service Levels and /or KPIs expeditiously;
- 6.1.2 Ensure that the Services are of a consistently high quality and meet the Service Level and KPI requirements of the Customer;
- 6.1.3 Use Service Credits as a method of price adjustment to reflect poor performance in breach of the required Service Levels;
- 6.1.4 Provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
- 6.1.5 Provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

6.2 The Parties acknowledge that:

- 6.2.1 The Customer will, in all cases, prefer to receive the Services within the Service Levels in preference to receiving the Service Credits; and
- 6.2.2 The Supplier shall, in all cases, seek to deliver the Services within the Service Levels Thresholds in preference to accepting a liability for Service Credits.

7. SERVICE LEVELS

7.1 The Supplier shall monitor its performance under this Call-Off Contract by reference to the relevant Service Level Performance Criteria for achieving the Service Levels and shall send the Customer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the Performance Monitoring provisions of this Call-Off Schedule 3.

7.2 The Supplier shall, at all times, provide the Services in such a manner that the Service Level Thresholds are achieved.

7.3 If the level of performance of the Supplier of any element of the provision by it of the Services during the Call-Off Contract Period:

7.3.1 is likely to or fails to meet any Service Level Threshold; or

7.3.2 is likely to cause or causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising may:

(a) Require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and

(b) If the action taken under paragraph 7.3.2(a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or

(c) If a Service Level Failure has occurred, deduct from the Call-Off Contract Charges the applicable Service Credits payable by the Supplier to the Customer in accordance with the calculation formula set out in Paragraph 6 of this Call-Off Schedule 3 ; or

(d) If a Critical Service Level Failure has occurred, exercise its right to compensation for such non-availability of Services via this Call-Off Contract.

7.4 Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

7.5 Measurement of the Service Levels shall commence on 19th October 2021. Service Credits, where applicable in accordance with this Call-Off Schedule 3, shall apply from the end of the Implementation Plan, as set out in Appendix K, plus one full SMP.

7.6 The Services are subject to the following four Service Level Performance Criteria as set out in Annex 1 of this Call-Off Schedule 3:

7.6.1 Availability; as set out in Service Level 1;

7.6.2 Incident Resolution; as set out in Service Level 2, 3, 4 and 5;

7.6.3 Service Request Lead Times; as set out in Service Level 6; and

7.6.4 Software Release Implementation; as set out in Service Level 7.

8. QUALITY

8.1 The Supplier shall ensure that the Services are delivered of a sufficient quality to meet the provisions of this Call-Off Schedule.

8.2 Measurement of answer and response times of the Service Desk will be based on the time taken for the Supplier to respond to the Customer's call or email. Calls and emails

receiving an automated response or calls placed into a queuing system shall be deemed not to have been answered.

9. PROVISIONING

9.1 The Services will be provisioned at the outset in accordance with the Implementation Plan set out in Appendix K and any failure to meet Milestones will be dealt with in accordance with the terms of this Call-Off Contract.

9.2 Any delivery of additional Services or part thereof subsequent to the successful conclusion of the Implementation Plan will be agreed in accordance with Call Off Schedule 5 (Variation Procedure), including any applicable Service Levels for such additional Services. If the Parties fail to agree any additional Service Levels in accordance with the Variation Procedure, then the Supplier's standard provisioning Service Levels for the Catalogue Services Service Credits will apply.

10. SERVICE CREDITS

10.1 Service Credits are required to be paid in the event that the Achieved Service Level falls below the Service Level(s) Thresholds, Increased Impact Service level or Significant Service Failure in an SMP. The Service Credits to be paid are not cumulative but shall be incrementally higher if the Achieved Service Level falls below the Increased Impact Service Level or Significant Failure Service Level as set out using the applicable formula set out below. Where Severity Weighting is referenced within this paragraph 10, the table in paragraph 8 of Annex 1 should be used as part of the respective formula to calculate the amount of the Service Credit.

10.2 In respect of Service Level 1 (LAN Availability), the applicable Service Credits shall be calculated as follows:

10.2.1 if the Service Failure is below the Service Level Threshold but equal to or above the Increased Impact Service Level, the amount of the Service Credit shall be calculated using the formula:

$(80\% \times \text{the LAN Switch Device Charge}) \times \text{Repeat Failure Multiplier};$

10.2.2 if the Service Failure is below the Increased Impact Service Level but equal to or above the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

$(90\% \times \text{the LAN Switch Device Charge}) \times \text{Repeat Failure Multiplier};$

10.2.3 if the Service Failure is below the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

$(100\% \times \text{the LAN Switch Device Charge}) \times \text{Repeat Failure Multiplier}$

10.3 In respect of Service Levels 2 and 3 (CPE Onsite Incident resolution), the applicable Service Credits shall be calculated using the relevant CPE Per Event on Site Support Charge (CPE per event charge) detailed within Call Schedule 2(Call Off Contract Charges, Payment and Invoicing) , as follows:

10.3.1 if the Service Failure is below the Service Level Threshold but equal to or above the Increased Impact Service Level, the amount of the Service Credit shall be calculated using the formula:

$\text{Severity Weighting} \times (80\% \times \text{the CPE Per Event charge}) \times \text{Repeat Failure Multiplier};$

10.3.2 if the Service Failure is below the Increased Impact Service Level but equal to or above the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

Severity Weighting x (90% x the CPE Per Event charge x Repeat Failure Multiplier;

10.3.3 if the Service Failure is below the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

Severity Weighting x (100% x the CPE Per Event charge) x Repeat Failure Multiplier;

10.4 In respect of Service level 6 (Service Provisioning Lead Time), the applicable Service Credits shall be calculated using the relevant Catalogue Charge detailed within Call Schedule 2) Call Off Contract Charges, Payment and Invoicing), as follows:

10.4.1 if the Service Failure is below the Service Level Threshold but equal to or above the Increased Impact Service Level, the amount of the Service Credit shall be calculated using the formula:

Severity Weighting x (80% x the applicable Catalogue charge) x Repeat Failure Multiplier;

10.4.2 if the Service Failure is below the Increased Impact Service Level but equal to or above the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

Severity Weighting x (90% x the applicable Catalogue charge) x Repeat Failure Multiplier;

10.4.3 if the Service Failure is below the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

Severity Weighting x (100% x the applicable Catalogue charge) x Repeat Failure Multiplier;

10.5 In respect of all other Service Levels, the applicable Service Credits shall be calculated as follows:

10.5.1 if the Service Failure is below the Service Level Threshold but equal to or above the Increased Impact Service Level, the amount of the Service Credit shall be calculated using the formula:

Severity Weighting x (80% x the LAN Switch Device Charge) x Repeat Failure Multiplier;

10.5.2 if the Service Failure is below the Increased Impact Service Level but equal to or above the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

Severity Weighting x (90% x the LAN Switch Device Charge) x Repeat Failure Multiplier;

10.5.3 if the Service Failure is below the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

Severity Weighting x (100% x the LAN Switch Device Charge) x Repeat Failure Multiplier;

10.6 The Parties acknowledge that the Severity Weightings:

10.6.1 reflect the likely severity and relative importance to the Customer of the anticipated impact on the operations of the Customer of the Supplier's

failure to meet the Service Level or the Increased Impact Service Levels;
and

10.6.2 shall not, in any way, exclude or limit the Customer's right to claim that one or more failures to meet one or more of the Service Levels may constitute a material breach of this Agreement.

10.7 Aggregate Service Credits for all Services delivered by the Supplier to the Customer shall be limited in each SMP to fifty percent (50%) of the aggregate Charges payable to the Supplier within the same SMP.

10.8 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing) of the Call-Off Terms.

10.9 Nothing in this Call Off Schedule 3 prevents or restricts a Critical Service Failure from arising and affording the Customer the remedies available to it in the Call-Off Terms.

10.10 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Charges. The Supplier agrees that the Service Credits are a reasonable method of price adjustment to reflect poor performance in breach of the required Service Level.

11. REPEAT FAILURES TO MEET SERVICE LEVEL THRESHOLD

11.1 If the Supplier fails to achieve a Service Level Threshold for a particular Service Level in an SMP and then fails to achieve the same Service Level Threshold in a subsequent SMP (as defined in Table 1 below), the failure in the subsequent SMP shall be a "Repeat Failure". The Repeat Failure count shall increment by one (1) for each additional failure.

11.2 Repeat Failures shall apply to Service Level Thresholds for Service Levels 1 to 7 (inclusive).

11.3 The Repeat Failure count shall be reset to zero (0) once there has been two (2) consecutive SMP in which the Service Level Threshold has been met.

11.4 In Paragraph 11.1 of this Call Off Schedule 3, the reference to Repeat Failures to achieve a Service Level Threshold shall be to the Service Level Threshold or one (1) Service Level.

A worked example is set out below:

Table 1: Repeat Failure Example

For any failure to meet Service Level Thresholds, which is a Repeat Failure, the Service Credit applicable shall be increased as follows (a "Repeat Failure Multiplier"):

	Service Measurement Period (SMP)											
	1	2	3	4	5	6	7	8	9	10	11	12
Failure to meet Service Level Threshold for a Service (F)	F	F	✓	F	✓	✓	F	✓	F	F	✓	F
No. of Repeat Failures	0	1	1	2	2	2	0	0	1	2	2	3

Table 2: Repeat Failure Multipliers

Repeat Failure count applicable to the SMP	Repeat Failure Multiplier
0	1
1	2
2	3
3 and above	4

Annex 1 Services Levels and Service Credits Table

1. AVAILABILITY

Local Area Network Service - Availability

SERVICE LEVEL 1	
Local Area Network Service – Availability	
Service Level Description	A measure of the percentage Availability of the Local Area Network Services within an SMP for each Site receiving the Local Area Network Services.
Service Level Calculation	<p>Availability shall be calculated as a percentage of the total time in an SMP in accordance with the following formula:</p> $\text{Service Availability} = \frac{(\text{MP} - \text{SD})}{\text{MP}} \times 100\%$ <p>where:</p> <p>MP = Total time within the Agreed Service Measurement Time per Site, excluding Planned Downtime, within the relevant SMP, multiplied by the number of Switches actively used for the receipt of the LAN Service in the SMP at each Site; and</p> <p>SD = Total Service Downtime per Site for the Local Area Network Service within the Agreed Service Measurement Time within the relevant SMP, to be calculated by the formula:</p> $\text{SD} = \sum_{i=1}^m n_i t_i$ <p>where:</p> <ul style="list-style-type: none"> m is the relevant Incidents during the SMP; n_i is the number of Switches affected by the i'th Incident; and t_i is the number of minutes for which the Switches were unavailable for the i'th Incident.
Agreed Service Time	This Service shall be available 24 hours per day, 365 days per year (366 days in a leap year)
Agreed Service Measurement Time	For all Sites the Availability of the Local Area Network Service shall be measured 07:45 – 20:00 Monday – Friday, 08:45 – 17:00 Saturday and Sunday, including Bank Holidays.
Service Level Threshold	99.96%

Increased Impact Service Level	99.60%
Significant Failure Service Level	99.00%

2. INCIDENT RESOLUTION

CPE On Site Support Incident Resolution

SERVICE LEVEL 2 CPE On Site Incident Resolution	
Service Level Description	Severity Level 2 CPE On Site Incidents assigned to the Supplier that are Resolved within eight (8) hours after being Assigned.
Service Level Calculation	<p>$(A/B) * 100$ Where:</p> <p>A = the aggregate number of Severity Level 2 Incidents Assigned to the Supplier for resolution that are Resolved in the SMP within eight (8) hours (whether such Severity Level 2 Incidents were assigned to the Supplier in that SMP or an earlier SMP).</p> <p>B = the aggregate number of Severity Level 2 Incidents Resolved within the SMP (whether such Severity Level 2 Incidents were Assigned to the Supplier in that SMP or an earlier SMP).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Customer, the Supplier will retain the Incident and include time spent in the measurement calculation.</p> <p>Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p>Changes to Severity Level: Should an Incident Severity Level be increased (e.g. from Severity Level 3 to Severity Level 2) then:</p> <ul style="list-style-type: none"> the time occurring prior to the Severity Level being increased shall be discounted from the calculation set out in this Service Level; and the Supplier shall have the eight (8) hour period of time applicable to a Severity Level 2 Incident to achieve Resolution, such period of time commencing from the time at which the Severity Level is increased. <p>Measurement Period: The time taken by the Supplier to achieve Resolution of each Incident Assigned to it by the DWP Service Desk shall:</p> <ul style="list-style-type: none"> commence at the time that the Incident is Assigned by the DWP Service Desk to the Supplier; end at the time that the Supplier informs the DWP Service Desk that they have undertaken the necessary activities to allow the Incident to be Resolved; and re-commence (where relevant) when an Incident is reassigned to the Supplier by the DWP Service Desk.
Agreed Service Time	The Incident Resolution Service shall be available 24 hours per day, 365 days per year (366 days in a leap year).

Agreed Service Measurement Time	Incident Resolution shall be measured 24 hours per day, 365 days per year (366 days in a leap year). (Subject to the Customer's provision of access to sites).
Service Level Threshold	95.00% Severity Level 2 CPE On Site Incidents assigned to the Supplier that are Resolved within eight (8) hours.
Increased Impact Service Level	N/A
Significant Failure Service Level	N/A

3. CPE ON SITE SUPPORT INCIDENT RESOLUTION

SERVICE LEVEL 3 CPE On Site Incident Resolution	
Service Level Description	Severity Level 3 CPE On Site Incidents assigned to the Supplier that are Resolved within two (2) days/twenty (20) Hours.
Service Level Calculation	<p>$(A/B) * 100$ Where:</p> <p>A = the aggregate number of Severity Level 3 Incidents Assigned to the Supplier for resolution that are Resolved in the SMP within two (2) days/twenty (20) Hours (whether such Severity Level 3 Incidents were assigned to the Supplier in that SMP or an earlier SMP).</p> <p>B = the aggregate number of Severity Level 3 Incidents Resolved within the SMP (whether such Severity Level 3 Incidents were Assigned to the Supplier in that SMP or an earlier SMP).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Customer, the Supplier will retain the Incident and include time spent in the measurement calculation.</p> <p>Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p>Changes to Severity Level: Should an Incident Severity Level be increased (e.g. from Severity Level 4 to Severity Level 3) then:</p> <ul style="list-style-type: none"> • the time occurring prior to the Severity Level being increased shall be discounted from the calculation set out in this Service Level; and • the Supplier shall have the two (2) days/twenty (20) hours period of time applicable to a Severity Level 3 Incident to achieve Resolution, such period of time commencing from the time at which the Severity Level is increased. <p>Measurement Period: The time taken by the Supplier to achieve Resolution of each Incident Assigned to it by the DWP Service Desk shall:</p> <ul style="list-style-type: none"> • commence at the time that the Incident is Assigned by the DWP Service Desk to the Supplier; • end at the time that the Supplier informs the DWP Service Desk that they have undertaken the necessary activities to allow the Incident to be Resolved; and • re-commence (where relevant) when an Incident is reassigned to the Supplier by the DWP Service Desk.
Agreed Service Time	Monday to Friday (excluding Bank Holidays) 08:00 hours to 18:00 Hours
Agreed Service	Monday to Friday (excluding Bank Holidays) 08:00 hours to 18:00 Hours

Measurement Time	
Service Level Threshold	95% of Severity Level 3 CPE On Site Incidents are Resolved within two (2) days/twenty (20) Hours
Increased Impact Service Level	N/A
Significant Failure Service Level	N/A

4. MANAGED LAN SERVICE INCIDENT RESOLUTION

SERVICE LEVEL 4 On Site Incident Resolution	
Service Level Description	Severity Level 2 Managed LAN Incidents assigned to the Supplier that are Resolved within eight (8) hours after being Assigned.
Service Level Calculation	<p>$(A/B) * 100$ Where:</p> <p>A = the aggregate number of Severity Level 2 Incidents Assigned to the Supplier for resolution that are Resolved in the SMP within eight (8) hours (whether such Severity Level 2 Incidents were assigned to the Supplier in that SMP or an earlier SMP).</p> <p>B = the aggregate number of Severity Level 2 Incidents Resolved within the SMP (whether such Severity Level 2 Incidents were Assigned to the Supplier in that SMP or an earlier SMP).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Customer, the Supplier will retain the Incident and include time spent in the measurement calculation.</p> <p>Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p>Changes to Severity Level: Should an Incident Severity Level be increased (e.g. from Severity Level 3 to Severity Level 2) then:</p> <ul style="list-style-type: none"> • the time occurring prior to the Severity Level being increased shall be discounted from the calculation set out in this Service Level; and • the Supplier shall have the eight (8) hour period of time applicable to a Severity Level 2 Incident to achieve Resolution, such period of time commencing from the time at which the Severity Level is increased. <p>Measurement Period: The time taken by the Supplier to achieve Resolution of each Incident Assigned to it by the DWP Service Desk shall:</p> <ul style="list-style-type: none"> • commence at the time that the Incident is Assigned by the DWP Service Desk to the Supplier; • end at the time that the Supplier informs the DWP Service Desk that they have undertaken the necessary activities to allow the Incident to be Resolved; and • re-commence (where relevant) when an Incident is reassigned to the Supplier by the DWP Service Desk.
Agreed Service Time	The Incident Resolution Service shall be available 24 hours per day, 365 days per year (366 days in a leap year)

Agreed Service Measurement Time	Incident Resolution shall be measured 24 hours per day, 365 days per year (366 days in a leap year).
Service Level Threshold	95% of Severity Level 2 Managed LAN Incidents Resolved within eight (8) hours
Increased Impact Service Level	N/A
Significant Failure Service Level	N/A

5. MANAGED LAN INCIDENT RESOLUTION

SERVICE LEVEL 5 On Site Incident Resolution	
Service Level Description	Severity Level 3 Managed LAN Incidents assigned to the Supplier that are Resolved within two (2) days/twenty (20) Hours
Service Level Calculation	<p>$(A/B) * 100$ Where:</p> <p>A = the aggregate number of Severity Level 3 Incidents Assigned to the Supplier for resolution that are Resolved in the SMP within two (2) days/twenty (20) Hours (whether such Severity Level 3 Incidents were assigned to the Supplier in that SMP or an earlier SMP).</p> <p>B = the aggregate number of Severity Level 3 Incidents Resolved within the SMP (whether such Severity Level 3 Incidents were Assigned to the Supplier in that SMP or an earlier SMP).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Customer, the Supplier will retain the Incident and include time spent in the measurement calculation.</p> <p>Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p>Changes to Severity Level:</p> <p>Should an Incident Severity Level be increased (e.g. from Severity Level 4 to Severity Level 3) then:</p> <ul style="list-style-type: none"> the time occurring prior to the Severity Level being increased shall be discounted from the calculation set out in this Service Level and the Supplier shall have the two (2) days/twenty (20) hours period of time applicable to a Severity Level 3 Incident to achieve Resolution, such period of time commencing from the time at which the Severity Level is increased. <p>Measurement Period:</p> <p>The time taken by the Supplier to achieve Resolution of each Incident Assigned to it by the DWP Service Desk shall:</p> <ul style="list-style-type: none"> commence at the time that the Incident is Assigned by the DWP Service Desk to the Supplier; end at the time that the Supplier informs the DWP Service Desk that they have undertaken the necessary activities to allow the Incident to be Resolved; and re-commence (where relevant) when an Incident is reassigned to the Supplier by the DWP Service Desk.
Agreed Service Time	Monday to Friday (excluding Bank Holidays) 08:00 hours to 18:00 Hours
Agreed Service	Monday to Friday (excluding Bank Holidays) 08:00 hours to 18:00 Hours

Measurement Time	
Service Level Threshold	90% of Severity Level 3 Managed LAN Incidents Resolved within two (2) days/twenty (20) Hours.
Increased Impact Service Level	N/A
Significant Failure Service Level	N/A

6. SERVICE REQUEST LEAD TIMES

SERVICE LEVEL 6 Service Request Provision Lead Times			
Service Level Description	A measure of the percentage of Catalogue Service Request for Local Area Network Services & CPE Support implemented in the SMP within the timescales detailed in the Service Level Calculation below.		
Service Level Calculation	<p>Catalogue requests implemented within agreed timescales within the SMP shall be calculated as a percentage, expressed as:</p> $\frac{A}{B} \times 100\%$ <p>Where:</p> <p>A = Total number of Catalogue Request implementations for Local Area Network Services completed within the agreed lead times, in the SMP; and</p> <p>B = The total number of Catalogue Request implementations for Local Area Network Services completed in the SMP.</p>		
	Local Area Network Catalogue Request	Service Level Threshold for Local Area Network Requests (Working Days from receipt of Catalogue Request)	
	Remote activation and configuration of an LAN port	1 Working Day for 10 or less instances or 5 Working Days for 11 to 99 instances (following receipt of a valid request)	
	Attend Site to patch and activate LAN port	5 Working Days for up to 30 (following the receipt of a valid request)	
	Attend site to patch and deactivate Active LAN port	5 Working Days for up to 30 (following receipt of a valid request)	
	Configuration change of Active LAN Port	1 Working Day for 10 or less instances or 5 Working Days for 11 to 99 instances (following receipt of a valid request)	
	Attend site to patch and activate LAN port	5 Working Days for up to 30 (following the receipt of a valid request)	
	Remote activation LAN port to use by an Analogue Gateway	1 Working Day for 10 or less instances or 5 Working Days for 11 to 99 instances (following receipt of a valid request)	

		Site survey (in hours Mon – Fri 09.00 – 17.00)	Ten (10) Working Days (following receipt of a valid request)	
		Site survey additional per hour out of hours (OOH) charge	Ten (10) Working Days (following receipt of a valid request)	
Agreed Service Time	Not Applicable			
Agreed Service Measurement Time	SMP			
Service Level Threshold	95% of Catalogue implementations completed within the agreed timescales			
Increased Impact Service Level	85% of Catalogue implementations completed within the agreed timescales			
Significant Failure Service Level	80% or less of Catalogue implementations completed within the agree timescales			

7. LOCAL AREA NETWORK - SOFTWARE RELEASE IMPLEMENTATION

SERVICE LEVEL 7 Software Release Implementation Lead Times – Local Area Network Only	
SLA Description	Percentage of Firmware Releases, Security Releases and patches successfully installed within the applicable timescales set out below within a calendar month and in accordance with the IT Service Request Management Policy and Procedures or the Security Policies (as appropriate).
SLA Calculation	$\frac{A}{B} \times 100\%$ <p>Where:</p> <p>A = The number of Firmware Releases, Security Releases and patches installed within the SLA Threshold timescales in the SMP in question.</p> <p>B = The total number of Firmware Releases, Security Releases and patches Releases installed in the SMP.</p>
SLA Threshold	<p>Releases and timescales:</p> <p>Software Releases and Security Releases</p> <p>Emergency Release: where there is a problem or vulnerability that is or is likely to present a significant issue to the Live Environment, for example a Severity Level 1 or Severity Level 2 incident, a software patch that presents a fix shall be installed on relevant devices within 48 hours, or a timeframe as otherwise agreed between the parties, of its release.</p> <p>Important Release: where there is a problem or vulnerability that is or is likely to present a limited issue to the Live Environment, for example a Severity Level 3 or Severity Level 4 incident, a software patch that presents a fix shall be installed on relevant devices within 2 working days of its release.</p> <p>Routine Release: where there is a problem or vulnerability that is or is likely to present a minor issue to the Live Environment, a software patch that presents a fix shall be installed on relevant devices within 5 working days of its release.</p>
Reporting Period	SMP
SLA Measure	90%

8. SEVERITY WEIGHTINGS

Service Level Name	Severity Weighting (%)
CPE On Site Support – Severity Level 2 Incident Resolution	30
CPE On Site Support – Severity Level 3 Incident Resolution	10
Local Area Network - Severity Level 2 Incident Resolution	30
Local Area Network - Severity Level 3 Incident Resolution	10
Service Request Provision Lead Time	10
Software Release Implementation Lead Time (Emergency and Important category only)	30

9. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

9.1 This Call-Off Schedule provides the methodology for monitoring the provision of the Services:

9.1.1 to ensure that the Supplier is complying with the Service Levels; and

9.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services (may also be referred to as a "Performance Monitoring System").

9.2 Within twenty (20) Working Days of the Initial Service Commencement Date the Supplier shall provide the Customer 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.

9.3 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Customer in accordance with the processes agreed in Paragraph 9.2 above.

9.4 The Supplier shall provide the Customer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 9.2, 9.3 and 12 of this Call-Off Schedule 3 which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

9.4.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

9.4.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

9.4.3 details of any Critical Service Level Failures;

9.4.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

9.4.5 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

9.4.6 such other details as the Customer may reasonably require from time to time.

9.5 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 Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

9.5.1 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 Customer shall reasonably require;

9.5.2 be attended by the Supplier's representative and the Customer's representative; and

9.5.3 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 Customer's Representative and any other recipients agreed at the relevant meeting.

9.6 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's representative and the Customer's representative at each meeting.

9.7 The Supplier shall provide to the Customer such documentation as the Customer 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.

10. SATISFACTION SURVEYS

10.1 The Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Customer 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.

11. PERFORMANCE MONITORING REPORTS

The tables below list the reports that comprise the Performance Monitoring Reports:

Service Level Reports

Service Level Reports			
Name of Report	Description	Frequency	Report Delivery Timescales
LAN Services Availability	<ul style="list-style-type: none"> • A measure of the percentage availability of the LAN Service, within an SMP on a site by site basis. • The Supplier shall present historic data from the Commencement Date in each report using the Customer's Service Management tooling as source data 	Per SMP	10 Working Days
Severity Level 2 Incident Resolution – CPE Site Support Service	<ul style="list-style-type: none"> • A measure of the percentage of Severity Level 2 Incidents assigned to the Supplier for resolution that are resolved within the timescales by Incident Severity Level. • The Supplier shall present historic data from the Commencement Date in each report using the Customer's Service Management tooling as source data 	Per SMP	10 Working Days
Severity Level 3 Incident Resolution – CPE Site Support Service	<ul style="list-style-type: none"> • A measure of the percentage of Severity Level 3 Incidents assigned to the Supplier for resolution that are resolved within the timescales by Incident Severity Level. • The Supplier shall present historic data from the Commencement Date in each report using the Customer's Service Management tooling as source data 	Per SMP	10 Working Days
Severity Level 2 Incident Resolution – Managed LAN Service	<ul style="list-style-type: none"> • A measure of the percentage of Severity Level 2 Incidents assigned to the Supplier for resolution that are resolved within the timescales by Incident Severity Level. • The Supplier shall present historic data from the Commencement Date in each report using the Customer's Service Management tooling as source data 	Per SMP	10 Working Days
Severity Level 3 Incident Resolution – Managed LAN Service	<ul style="list-style-type: none"> • A measure of the percentage of Severity Level 3 Incidents assigned to the Supplier for resolution that are resolved within the timescales by Incident Severity Level. • The Supplier shall present historic data from the Commencement Date in each report using the Customer's Service Management tooling as source data 	Per SMP	10 Working Days

Service Request Provision Lead Times for LAN Services	A measure of the percentage of Service Requests for LAN Services completed within agreed timescales. Using the Customer's Service Management tooling as source data	Per SMP	10 Working Days
Software Release	A measure of the percentage of Device software release updates implemented in the SMP completed within agreed timescales	Per SMP	10 Working Days

Service KPI Reports

KPI Reports			
Name of Report	Description	Frequency	Report Delivery Timescales
Severity Level 1 Incident Resolution - CPE On Site Support	<ul style="list-style-type: none"> A measure of the percentage of Severity Level 1 Incidents assigned to the Supplier for resolution that are resolved within the timescales by Incident Severity Level. The Supplier shall retain and present historic data from the Commencement Date in each report using the Customer's Service Management tooling as source data. 	Per SMP	10 Working Days
Severity Level 4 Incident Resolution - CPE On Site Support Service	<ul style="list-style-type: none"> A measure of the percentage of Severity Level 4 Incidents assigned to the Supplier for resolution that are resolved within the timescales by Incident Severity Level. The Supplier shall retain and present historic data from the Commencement Date in each report. 	Per SMP	10 Working Days
Severity Level 1 Incident Resolution – Managed LAN Service	<ul style="list-style-type: none"> A measure of the percentage of Severity Level 1 Incidents assigned to the Supplier for resolution that are resolved within the timescales by Incident Severity Level. The Supplier shall retain and present historic data from the Commencement Date in each report using the Customer's Service Management tooling as source data. 	Per SMP	10 Working Days
Severity Level 4 Incident Resolution – Managed LAN Service	<ul style="list-style-type: none"> A measure of the percentage of Severity Level 4 Incidents assigned to the Supplier for resolution that are 	Per SMP	10 Working Days

	<p>resolved within the timescales by Incident Severity Level.</p> <ul style="list-style-type: none"> The Supplier shall retain and present historic data from the Commencement Date in each report. 		
Root Cause Analysis	The number of Root Cause Analyses requested by the Customer delivered within 10 Working Days of the resolution of the Problem occurring in the SMP using the Customer's Service Management tooling as source data.	Per SMP	10 Working Days
Billing Management Information Reports Delivery and Accuracy	A measure of the overall percentage accuracy of the monthly Billing Management Information Reports.	Per SMP	10 Working Days
Successful Change Management	A measure of the overall percentage of changes successfully deployed by the Supplier, measured per SMP and per Contract Year using the Customer's Service Management tooling as a data source.	Per SMP	10 Working Days

ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

12. KEY PERFORMANCE INDICATORS OR KPIS

KPI 1 Severity Level 1 – Incident Resolution CPE Support Service

KPI 1 Severity Level 1 Incident Resolution CPE Support Services	
KPI Description	Severity Level 1 Incidents Assigned to the Supplier that are Resolved within two (2) hours after being Assigned.
KPI Calculation	<p>$(A/B) * 100$ WHERE: A = the aggregate number of Severity Level 1 Incidents Assigned to the Supplier for resolution that are Resolved in the SMP within two (2) hours (whether such Severity Level 1 Incidents were assigned to the Supplier in that SMP or an earlier SMP). B = the aggregate number of Severity Level 1 Incidents Resolved within the SMP (whether such Severity Level 1 Incidents were Assigned to the Supplier in that SMP or an earlier SMP).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Customer, the Supplier will retain the Incident and include time spent in the measurement calculation.</p> <p>Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p>Changes to Severity Level: Should an Incident Severity Level be increased (e.g. from Severity Level 3 to Severity Level 2) then:</p> <ul style="list-style-type: none"> • the time occurring prior to the Severity Level being increased shall be discounted from the calculation set out in this KPI; and • the Supplier shall have the eight (8) hour period of time applicable to a Severity Level 2 Incident to achieve Resolution, such period of time commencing from the time at which the Severity Level was originally Assigned. • <p>Should an Incident Severity Level be decreased (e.g. from Severity Level 1 to Severity Level 2), then the Supplier shall have the defined period of time applicable to the decreased Severity Level as set out above to achieve Resolution, such period of time commencing from the time at which the Incident was originally Assigned.</p> <p>Measurement Period The time taken by the Supplier to achieve Resolution of each Incident assigned to it by the DWP Service Desk shall:</p> <ul style="list-style-type: none"> • commence at the time that the Incident is Assigned by the DWP Service Desk Provider to the Supplier;

	<ul style="list-style-type: none"> • end at the time that the Supplier informs the DWP Service Desk that they have undertaken the necessary activities to allow the Incident to be Resolved; • re-commence (where relevant) when an Incident is reassigned to the Supplier by the DWP Service Desk. <p>The KPI measurement time shall be 24 hours per day, 365 days per year (366 in a leap year).</p>
Reporting Period	Calendar Month
KPI Measure	90%

KPI 2 Severity Level 4 – Incident Resolution

KPI 2 Severity Level 4 Incident Resolution CPE Support Service	
KPI Description	Severity Level 4 Incidents Assigned to the Supplier that are Resolved within three (3) Working Day/ thirty (30) Hours of the date on which it was Assigned.
KPI Calculation	<p>$(A/B) * 100$ WHERE:</p> <p>A = the aggregate number of Severity Level 4 Incidents Assigned to the Supplier for resolution that are Resolved in the Calendar Month within five (5) Working Days of the date on which it was Assigned to the Supplier in that Calendar Month or an earlier Calendar Month).</p> <p>B = the aggregate number of Severity Level 4 Incidents Resolved within the Calendar Month (whether such Severity Level 4 Incidents were Assigned to the Supplier in that Calendar Month or an earlier Calendar Month).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Customer, the Supplier will retain the Incident and include time spent in the measurement calculation.</p> <p>Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p>Changes to Severity Level: Should an Incident Severity Level be decreased (e.g. from Severity Level 4 to Severity Level 3), then the Supplier shall have the defined period of time applicable to the decreased Severity Level as set out above to achieve Resolution, such period of time commencing from the time at which the Incident was originally Assigned.</p> <p>Measurement Period</p> <p>The time taken by the Supplier to achieve Resolution of each Incident Assigned to it by the DWP Service Desk shall:</p>

	<ul style="list-style-type: none"> • commence at the time that the Incident is Assigned by the DWP Service Desk to the Supplier; • end at the time that the Supplier informs the DWP Service Desk that they have undertaken the necessary activities to allow the Incident to be Resolved; • re-commence (where relevant) when an Incident is reassigned to the Supplier by the DWP Service Desk. <p>The KPI measurement time shall be 08:00 Hours to 18:00 Hours Monday to Friday excludes Bank Holidays.</p>
Reporting Period	Calendar Month
KPI Measure	90%

KPI 3 Severity Level 1 – Incident Resolution Managed LAN Service

KPI 3 Severity Level 1 Incident Resolution Managed LAN Service	
KPI Description	Severity Level 1 Incidents Assigned to the Supplier that are Resolved within two (2) hours after being Assigned.
KPI Calculation	<p>$(A/B) * 100$ WHERE:</p> <p>A = the aggregate number of Severity Level 1 Incidents Assigned to the Supplier for resolution that are Resolved in the Calendar Month within two (2) hours (whether such Severity Level 1 Incidents were assigned to the Supplier in that Calendar Month or an earlier Calendar Month).</p> <p>B = the aggregate number of Severity Level 1 Incidents Resolved within the Calendar Month (whether such Severity Level 1 Incidents were Assigned to the Supplier in that Calendar Month or an earlier Calendar Month).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Customer, the Supplier will retain the Incident and include time spent in the measurement calculation.</p> <p>Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p>Changes to Severity Level: Should an Incident Severity Level be increased (e.g. from Severity Level 3 to Severity Level 2) then:</p> <ul style="list-style-type: none"> • the time occurring prior to the Severity Level being increased shall be discounted from the calculation set out in this KPI; and • the Supplier shall have the eight (8) hour period of time applicable to a Severity Level 2 Incident to achieve Resolution, such period of time commencing from the time at which the Severity Level was originally Assigned. <p>Should an Incident Severity Level be decreased (e.g. from Severity Level 1 to Severity Level 2), then the Supplier shall have the defined period of time</p>

	<p>applicable to the decreased Severity Level as set out above to achieve Resolution, such period of time commencing from the time at which the Incident was originally Assigned.</p> <p>Measurement Period The time taken by the Supplier to achieve Resolution of each Incident assigned to it by the DWP Service Desk shall:</p> <ul style="list-style-type: none"> • commence at the time that the Incident is Assigned by the DWP Service Desk Provider to the Supplier; • end at the time that the Supplier informs the DWP Service Desk that they have undertaken the necessary activities to allow the Incident to be Resolved; • re-commence (where relevant) when an Incident is reassigned to the Supplier by the DWP Service Desk. • <p>The KPI measurement time shall be 24 hours per day, 365 days per year (366 in a leap year).</p>
Reporting Period	Calendar Month
KPI Measure	90%

KPI 4 Severity Level 4 – Incident Resolution Managed LAN Service

KPI 4 Severity Level 4 Incident Resolution Managed LAN Service	
KPI Description	Severity Level 4 Incidents Assigned to the Supplier that are Resolved within three (3) Working Days of the date on which it was Assigned.
KPI Calculation	<p>$(A/B) * 100$ WHERE:</p> <p>A = the aggregate number of Severity Level 4 Incidents Assigned to the Supplier for resolution that are Resolved in the Calendar Month within five (5) Working Days of the date on which it was Assigned to the Supplier in that Calendar Month or an earlier Calendar Month).</p> <p>B = the aggregate number of Severity Level 4 Incidents Resolved within the Calendar Month (whether such Severity Level 4 Incidents were Assigned to the Supplier in that Calendar Month or an earlier Calendar Month).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Customer, the Supplier will retain the Incident and include time spent in the measurement calculation.</p> <p>Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p>Changes to Severity Level:</p>

	<p>Should an Incident Severity Level be decreased (e.g. from Severity Level 4 to Severity Level 3), then the Supplier shall have the defined period of time applicable to the decreased Severity Level as set out above to achieve Resolution, such period of time commencing from the time at which the Incident was originally Assigned.</p> <p>Measurement Period</p> <p>The time taken by the Supplier to achieve Resolution of each Incident Assigned to it by the DWP Service Desk shall:</p> <ul style="list-style-type: none"> • commence at the time that the Incident is Assigned by the DWP Service Desk to the Supplier; • end at the time that the Supplier informs the DWP Service Desk that they have undertaken the necessary activities to allow the Incident to be Resolved; • re-commence (where relevant) when an Incident is reassigned to the Supplier by the DWP Service Desk. <p>The KPI measurement time shall be 08:00 hours to 18:00 Hours Monday to Friday (excludes Bank Holidays)</p>
Reporting Period	Calendar Month
KPI Measure	90%

KPI 5 Root Cause Analysis

KPI 5 Root Cause Analysis LAN Service	
KPI Description	The number of Root Cause Analyses requested by the Customer delivered within five (5) Working Days of resolution of a Major Incident to which the analyses relate, and as accepted by the Customer without material comments on analysis and proposed action plans, expressed as a percentage of the total number of Root Cause Analyses requested by the Customer during the Calendar Month in question.
KPI Calculation	$\frac{A}{B} \times 100\%$ <p>Where:</p> <p>A = The number of Root Cause Analyses requested by the Customer delivered within five (5) Working Days of the resolution of the Major Incident occurring in the Calendar Month in question, and as accepted by the Customer without comment.</p> <p>B = The total number of Root Cause Analyses requested by the Customer following resolution of the Major Incident and scheduled for delivery in the Calendar Month in question in accordance with the time limit stated above.</p>
Reporting Period	Calendar Month
KPI Measure	100%

KPI 6 Billing Management Information Reports Delivery and Accuracy

KPI 6 Billing Management Information Reports Delivery and Accuracy	
KPI Description	A measure of the overall percentage accuracy of the monthly Billing Management Information Reports.
KPI Calculation	<p>Accuracy of the Billing Management Information Reports for each Calendar Month shall be measured by:</p> <p>Subtracting the total volume of errors attributable to the Supplier in the Invoicing Query Log for the Calendar Month from the total number of invoices raised in the Calendar Month as listed on the "Total Invoices Report".</p> <p>This shall be expressed as a percentage of the total number of invoices raised in the Calendar Month as listed on the "Total Invoices Report". i.e. % accuracy of Billing Management Information Reports for the Calendar Month = $(A-B) / A \times 100$ Where: A = the total number of invoices raised in the Calendar Month as listed on the "Total Invoices Report". and B = the total volume of errors attributable to the Supplier in the Invoicing Query Log for the Calendar Month.</p> <p>Invoice and/or the Billing Management Information errors shall be classified as follows:</p> <p>Billing Management Information Reports not delivered within ten (10) Working Days of the Calendar Month end date;</p> <ol style="list-style-type: none"> Invoice and associated Billing Management Information Reports not delivered at the same time; Invoice volume which does not match the Billing Management Information Reports volume; Activations/deactivations for a Resource Unit failing the opening / closing volumes reconciliation for the Calendar Month; Any reported usage of Resource Units at closed Sites; Errors in Site location code, business unit or cost centre that are attributable to the Supplier; Invoices raised for Services which the Customer is disputing; Other reasons not contained above
Reporting Period	Calendar Month
KPI Measure	99%

KPI 7 Successful Change Management

KPI 7 Successful Change Management	
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KPI Description	Measurement of the overall effectiveness of the Changes deployed by the Supplier.
KPI Calculation	$\frac{A}{B} \times 100$ <p>WHERE: A = the aggregate number of Changes successfully deployed by the Supplier during each Calendar Month with a closure code of CAT 1 or CAT 2 as such are defined in the Change Management Policies and Procedures. B= the aggregate number of Changes deployed (both successfully and unsuccessfully) by the Supplier during each Calendar Month The definition of what constitutes a successful change are defined in the Change Management Policies and Procedures</p>
Reporting Period	Calendar Month
KPI Measure	99.5%

CALL OFF SCHEDULE 4: DISPUTE RESOLUTION PROCEDURE

1. DEFINITIONS

1.1 In this Call Off Schedule 4, the following definitions shall apply:

"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Counter Notice"	has the meaning given to it in paragraph 6.2 of this Call Off Schedule;
"Exception"	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Services;
"Expert"	the person appointed by the Parties in accordance with paragraph 5.2 of this Call Off Schedule 4;
"Mediation Notice"	has the meaning given to it in paragraph 3.2 of this Call Off Schedule; and
"Mediator"	the independent third party appointed in accordance with paragraph 4.2 of this Call Off Schedule 4.

2. INTRODUCTION

2.1 If a Dispute arises then:

2.1.1 the representative of the Customer and the Supplier Representative shall attempt in good faith to resolve the Dispute; and

2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

2.2.1 the material particulars of the Dispute;

2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen;

2.2.3 the names and contact details of the Parties' respective escalation points; and

2.2.4 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6 of this Call Off Schedule, the reason why.

2.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Call Off Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

2.4 Subject to paragraph 3.2 of this Call Off Schedule, the Parties shall seek to resolve Disputes:

2.4.1 first by commercial negotiation (as prescribed in paragraph 3 of this Call Off Schedule);

- 2.4.2 then by mediation (as prescribed in paragraph 4 of this Call Off Schedule); and
- 2.4.3 lastly by recourse to arbitration (as prescribed in paragraph 6 of this Call Off Schedule) or litigation (in accordance with Clause 46 of this Call Off Contract (Governing Law and Jurisdiction)).
- 2.5 Specific issues shall be referred to Expert Determination (as prescribed in paragraph 5 of this Call Off Schedule) where specified under the provisions of this Call Off Contract and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 of this Call Off Schedule.
- 2.6 In exceptional circumstances where the use of the times in this Call Off Schedule would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five
- 2.7 (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Customer.
- 2.8 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 2.5 or is otherwise specified under the provisions of this Call Off Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs:
- 2.8.1 in paragraph 3.2.3, ten (10) Working Days;
- 2.8.2 in paragraph 4.2, ten (10) Working Days;
- 2.8.3 in paragraph 5.2, five (5) Working Days; and
- 2.8.4 in paragraph 6.2, ten (10) Working Days.
- 2.9 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3. COMMERCIAL NEGOTIATIONS

- 3.1 Following the service of a Dispute Notice, the Customer and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Parties' respective escalation points as nominated in the Dispute Notice in accordance with paragraph 2.2.3.
- 3.2 If:
- 3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution;
- 3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3 of this Call Off Schedule; or
- 3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 of this Call Off Schedule within thirty (30) Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation (a "**Mediation Notice**") in accordance with paragraph 4 of this Call Off Schedule.

4. MEDIATION

- 4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Call Off Contract.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Mediation Notice then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5. EXPERT DETERMINATION

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to an ICT technical, financial technical or other aspect of a technical nature (as the Parties may agree) and the Dispute has not been resolved by discussion or mediation, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.
- 5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).
- 5.3 The Expert shall act on the following basis:
 - 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
 - 5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
 - 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
 - 5.3.5 the process shall be conducted in private and shall be confidential; and
 - 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6. ARBITRATION

6.1 The Customer may at any time before court proceedings are commenced refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4 of this Call Off Schedule.

6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Customer of its intentions and the Customer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "Counter Notice") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 of this Call Off Schedule or be subject to the jurisdiction of the courts in accordance with Clause 46 of this Call Off Contract (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.

6.3 If:

6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 of this Call Off Schedule shall apply;

6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 61 of this Call Off Contract (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

6.3.3 the Customer does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 6.2 of this Call Off Schedule, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 of this Call Off Schedule or commence court proceedings in the courts in accordance with Clause 46 of this Call Off Contract (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3 of this Call Off Schedule, the Parties hereby confirm that:

6.4.1 all disputes, issues or claims arising out of or in connection with this Call Off Contract (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("LCIA") (subject to paragraphs 6.4.5 to 6.4.7 of this Call Off Schedule);

6.4.2 the arbitration shall be administered by the LCIA;

6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Call Off Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

6.4.5 the chair of the arbitral tribunal shall be British;

6.4.6 the arbitration proceedings shall take place in London and in the English language; and

6.4.7 the seat of the arbitration shall be London.

7. URGENT RELIEF

7.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

7.1.1 for interim or interlocutory remedies in relation to this Call Off Contract or infringement by the other Party of that Party's Intellectual Property Rights; and/or

7.1.2 where compliance with paragraph 2.1 of this Call Off Schedule and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

CALL OFF SCHEDULE 5: VARIATION FORM

No of Order Form being varied:

.....

Variation Form No:

.....

BETWEEN:

[insert name of Customer] ("the Customer")

and

[insert name of Supplier] ("the Supplier")

1. This Call Off Contract is varied as follows and shall take effect on the date signed by both Parties:
2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
3. This Call Off 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 Customer

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

Call Off Schedule 5 – VARIATION, ANNEX 1

CHANGE CONTROL PROCESS FOR CATALOGUE REQUESTS, PROJECTS AND CONSULTANCY SERVICES

1. INTRODUCTION

- 1.1 This Annex 1 to Call Off Schedule 5 (Variation) sets out the procedure for dealing with operational changes requested from the Customer to provide the Services and to undertake Projects or provide Consultancy Services ("**Request(s)**").
- 1.2 The Customer acknowledges that the Supplier is not required to maintain any level of resources to manage the Customer Requests and accepts that where a Request is made by the Customer, the Supplier shall aim to respond to the Customer in line with timescales as set out in this Annex 1 to Call Off Schedule 5. If the Supplier fails to meet any timescale as set out below in this Annex 1 to Call Off Schedule 5 in respect of such Requests, or as otherwise agreed by the Parties, then such failure shall be resolved in accordance with the escalation procedure as set out in Commercial and Services Board of Call Off Schedule B7 (Additional Performance Monitoring Requirements). Should the parties fail to reach agreement via the escalation procedure within 10 (ten) Working Days, then such failure shall be escalated to and resolved in accordance with the Dispute Resolution Procedure.
- 1.3 if the Request relates to provision of Consultancy Services Request the Customer shall issue a Request in accordance with the procedure set out in Paragraph 8 below.
- 1.4 if the Request relates to implementation of a Project, the Customer shall issue a Project Work Order in accordance with the procedure set out in Paragraph 2 below.
- 1.5 A Request that relates to a Project Work Order shall only be valid when signed by a Customer Representative.
- 1.6 For Project Work Order or Consultancy Services Requests, the Supplier shall provide its written response to such Request in accordance with Paragraphs 2 and 8 below.

2. PROJECTS

- 2.1 The Customer may from time to time during the Call Off Contract Period issue a Project Request to the Supplier which shall initiate the process ("**Project Initiation Process**").
- 2.2 The Customer shall include in each Project Request the following information (to the extent relevant):
 - 2.2.1 a brief context, identifying the positioning of the Project in the Customer's IT strategy, targets, timescales and objectives;
 - 2.2.2 a detailed statement of Customer's requirements for the Project (including scope);
 - 2.2.3 the objectives and goals of the Project and its contribution to the Customer's business objectives;
 - 2.2.4 charges for the charging basis proposed by the Customer for the Project (which may be fixed price or time and materials or outcome based) by reference to Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing, Annex 1 (Man days/SFIA Rate Card)) and any guidance, which the Customer wishes the Supplier to consider, in respect of pricing mechanisms;
 - 2.2.5 any known technical, time or any other constraints;
 - 2.2.6 key assumptions and any known risks;

- 2.2.7 the delivery timescales and Test Success Criteria proposed for the Project;
 - 2.2.8 details of the Project Test Strategy (if any) relevant to the Project; and
 - 2.2.9 the desired level of progress reporting.
- 2.3 The Customer may, at its discretion, at any time prior to the execution of a Project Work Order terminate the relevant Project Initiation Process for a particular Project Request by providing written notice to the Supplier. The Supplier shall be entitled to charge the Customer for any work undertaken by the Supplier (or its Sub-Contractors) and any costs incurred (including any third party costs).
- 2.4 The Supplier shall advise the Customer in writing where it is unable to provide relevant information that may be required by the Customer and the Parties shall discuss and agree appropriate next steps.

Consultancy Service Request

- 2.5 The Customer may place a Consultancy Services Request (in accordance with the procedure in Paragraph 8 below), which may include (but not be limited to) the commissioning of a Project Work Order to assist the Customer in production of:
- 2.5.1 a Project Request; and/or
 - 2.5.2 through the Project Initiation Process.

3. PROJECT PROPOSALS

- 3.1 On receipt of a complete and accurate Project Request from the Customer, the Supplier shall use reasonable endeavours to provide the Customer with a Project Proposal within fifteen (15) Working Days (or such other time period as is agreed by the Parties).
- 3.2 The Supplier shall use all reasonable endeavours to ensure that each Project Proposal shall be clear and unambiguous and set out all information necessary, and in sufficient detail, to allow a preliminary assessment by the Customer of the relevant Project, including the following information as a minimum:
- 3.2.1 outline approach, work breakdown structure (including the appropriate phases, key deliverables, timescales and estimated number of each type of resource required, based on any estimating tool referred to in Paragraph 2.2.4), and implementation plan;
 - 3.2.2 an outline project plan (where applicable for a Project Work Request);
 - 3.2.3 details of any third party service in relation to the Project including:
 - (a) the nature of the third party service and anticipated charges; and
 - (b) the identity of the proposed third party supplier who shall provide the required third party service;
 - 3.2.4 key assumptions (including any cost assumptions) and anticipated risks;
 - 3.2.5 Customer Responsibilities (if any);
 - 3.2.6 an assessment as to whether:
 - (a) any element of the Services which would be required in respect of that Project are already being provided by the Supplier under this Call-Off Contract; and
 - (b) the Project is suitable for delivery by the Supplier.

- 3.2.7 Where the result of the Supplier's assessment is that the Project would be best delivered by an alternative means, details of the Supplier's recommendations as to the most appropriate means of delivery for the Project;
 - 3.2.8 the options upon which the Supplier could price and charge for undertaking the Project (on such basis as may be agreed between the Parties) and the charges which would be payable by the Customer in respect of the Project under each such option. Such charges shall include the costs of complying with the Test Success Criteria;
 - 3.2.9 any proposals in respect of funding or alternative pricing or new pricing mechanisms that the Supplier wishes the Customer to consider;
 - 3.2.10 details of any proposed Reimbursable Expenses; and
 - 3.2.11 comments and agreement in relation to the Test Success Criteria proposed by the Customer for the Project.
- 3.3 Where any Project Proposal fails to set out in sufficient detail the information to enable the Customer (acting reasonably) to carry out its initial assessment of a Project, the Customer shall notify the Supplier as soon as reasonably practicable and the Supplier shall review the Project Proposal and amend in accordance with the additional information requested by the Customer within such time-scales as are reasonably requested by the Customer and, to the extent that no timescales are requested, as soon as reasonably possible.
- 3.4 For the avoidance of doubt, if the Customer does not proceed with a Project Proposal, any work undertaken by the Supplier to assess and price the Project Proposal will be a chargeable activity and the Supplier shall invoice the Customer in accordance with Call Off Schedule 2 (Call Off Contract Charges, Payments and Invoicing).

4. PROJECT WORK ORDERS

- 4.1 Following review of a Project Proposal, the Customer shall, within a reasonable period, and in any event, within twenty (20) days of receipt of the Project Proposal from the Supplier, notify the Supplier whether it wishes to proceed with the Project.
- 4.2 In the event that the Customer notifies the Supplier in accordance with Paragraph 4.1 that it wishes to accept the Project Proposal, the Supplier shall use reasonable endeavours to produce a draft Project Work Order for agreement with the Customer within ten (10) Working Days of the Supplier receiving notice to proceed from the Customer in accordance with paragraph 4.1 above (or such other time period as may be agreed by the Parties). As part of the production of each such Project Work Order, the Parties shall also seek to establish the impact of the Project on any other Customer's services or Customer projects or Projects and adjust the Project Work Order accordingly to take into account any such impact, including any additional charges which may apply.
- 4.3 Each Project Work Order shall, unless otherwise agreed by the Parties, be in accordance with the structure as outlined in Appendix 2 of this Call Off Schedule 5.
- 4.4 Following production of a draft Project Work Order in accordance with Paragraph 4.2, the Parties shall jointly agree a date to establish the appropriate governance, risk management processes and any specific reporting requirements for each Project ("**Project Work Order Meeting**"). At the Project Work Order Meeting, the Parties shall review the information set out in the draft Project Work Order and agree the final contents of the relevant Project Work Order, together with any other issues relating to the Project as are reasonably raised by each Party.
- 4.5 Where changes are required to a draft Project Work Order, following any Project Work Order Meeting, the Supplier shall submit a revised Project Work Order as soon as

reasonably practicable after the relevant Project Work Order Meeting. The Parties may agree that this process shall be repeated as necessary until a Project Work Order is agreed.

4.6 If the Customer does not proceed with a Project Work Order or Request, any work undertaken by the Supplier (or a Sub-Contractor) to price the Project Work Request and/or produce the Project Work Order will be chargeable in accordance with Call Off Schedule 2 (Call Off Contract Charges, Pricing and Invoicing).

5. PROJECT COMMITMENT

5.1 Neither Party shall be required to perform any services under any Project or Consultancy Service request unless and until such time as a Project Work Order or Consultancy Service Request has been agreed between the Parties and executed by both Parties authorised representatives.

6. PROJECT KICK OFF

6.1 Following the agreement of a Project Work Order, and in consideration of the charges for the relevant Project Work Order, the Parties will initiate a Project start meeting, which shall take place between the Parties prior to any work being undertaken on that Project (unless the Parties agree otherwise).

7. CHANGES TO AGREED PROJECT WORK ORDERS

7.1 Following the agreement of any Project Work Order, any changes to such Project Work Order proposed by either Party shall only become effective once they have been agreed by both Parties in writing. Any proposed change that would result in an impact on the Call-Off Contract shall be processed by the Parties in accordance with the Variation Procedure.

8. CONSULTANCY SERVICES REQUESTS

8.1 From time to time, and subject to the SFIA Charges set out in Call Off Schedule 2 (Call Off Contract Charges, Payments and Invoicing), the Customer may raise a Consultancy Service Request in accordance with the process set out in paragraph 8.2 below.

8.2 Where the Customer wishes to procure any Consultancy Services, it shall issue a Consultancy Services Request (using the Consultancy Services Request form set out in Appendix 2) to the point of contact from time to time nominated by the Supplier to receive the same. Each Consultancy Services Request issued by the Customer shall detail:

- 8.2.1 the type of Consultancy Specialist requested by the Customer;
- 8.2.2 the number of individual Consultancy Support Specialists requested by the Customer;
- 8.2.3 the number of days for which the Customer requires the services of each type of Consultancy Support Specialist;
- 8.2.4 the specific nature of the services the Customer requires each type of Consultancy Support Specialist to provide;
- 8.2.5 the dates upon which the Customer requires the services of each type of Consultancy Support Specialist to be performed; and
- 8.2.6 the locations where the Customer requires the services of each type of Consultancy Support Specialist to be performed.

8.3 Where the Supplier is able to comply with, and agrees to, all of the requirements of the Customer as specified in any Consultancy Services Request, the Supplier shall confirm to the Customer in writing its acceptance of the Consultancy Services Request and the provisions of Paragraph 8.6 shall apply.

8.4 Where the Supplier is unable to comply with all of the Customer requirements as specified in any Consultancy Services Request (whether due to unavailability of consultancy support specialists of the type requested by the Customer or otherwise) the Supplier shall, as soon as reasonably practicable, inform the Customer of the reasons why it is unable to accept the Consultancy Services Request. In such circumstances, the Parties shall discuss the reasons for the Supplier being unable to accept the Consultancy Services Request and, where it is possible to overcome the concerns raised by the Supplier to both Parties' satisfaction, the Parties may seek to agree a revised Consultancy Services Request which the Supplier is able to fulfil. Once agreed by the Parties in writing, this Consultancy Services Request shall become subject to Paragraph 8.6.

8.5 As part of the agreement of each Consultancy Services Request, the Parties shall agree:

8.5.1 the charging basis applicable to the Consultancy Services, which are the subject of the Consultancy Services Request (such charging basis may be fixed price or time and materials);

8.5.2 the provision of any required third party service and the applicable charges for that service;

8.5.3 any additional cost items and a spend profile for those items, including but not limited to, software charges, hardware charges and any Sub-Contractor and supplier charges. The Supplier may only vary the spend profile of additional cost items charged to the activity with prior agreement of the Customer (such agreement not to be unreasonably withheld or delayed and shall be clearly documented and logged in the Consultancy Services Request); and

8.5.4 details of any Reimbursable Expenses, which may be applicable.

8.6 Following agreement on the Consultancy Service Request, each Party shall undertake their obligations and responsibilities as set out therein in accordance with the terms of the Consultancy Service Request.

8.7 The Customer shall pay all invoices issued by the Supplier pursuant to Paragraph 8.7 in accordance with the provisions of Call Off Schedule 2 (Call Off Contract Charges, Payments and Invoicing).

8.8 If the Customer does not proceed with any Consultancy Services, the Supplier shall be entitled to charge for any Consultancy Service work, which shall include any work undertaken to assess any Consultancy Request Project Work Request.

9. SUB-CONTRACTORS AND SUPPLIERS

9.1 The Supplier may engage any Sub-Contractor or third party supplier in relation to any Project or Consultancy Services subject to the terms of this Call Off Schedule 5 and otherwise in accordance with this Call-Off Contract.

9.2 In respect of each Sub-Contractor or third party supplier engaged by the Supplier on its own accord in relation to a Project or Consultancy Services, the Supplier shall, at no cost to the Customer, ensure that prior to the commencement of any work by that Sub-Contractor or third party supplier in relation to the Project or the provision of Consultancy Services, such Sub-Contractor or third party supplier is given appropriate information in relation to the Project or Consultancy Service, which shall include, at a minimum, the

following information but only where such information is relevant to the work to be undertaken by the Sub-Contractor or third party supplier:

- 9.2.1 an overview of the Supplier's and Customer's respective organisations including background and position in the market (in the case of the Supplier) and the political landscape (in the case of the Customer);
- 9.2.2 an overview of the business groups of the Customer's organisation to which the Project or Consultancy Services relates and/or impacts;
- 9.2.3 an introduction to the Project or Consultancy Services itself, including the relevant background and its intended contribution to the Customer's business objectives;
- 9.2.4 the policies and procedures that are relevant to the Project or Consultancy Services;
- 9.2.5 an overview of the composition of the Project team (including the different roles of each member or categories of members) and key stakeholders;
- 9.2.6 the specific roles, responsibilities and objectives of the Sub-Contractor or third party supplier in relation to the Project or Consultancy Services (including any relevant background material);
- 9.2.7 any relevant administrative requirements (e.g. time sheets, status reports and project meetings); and
- 9.2.8 any relevant Customer or Supplier policies or procedures specific to the Sub-Contractor's or third party supplier's role.

10. PRECEDENCE

- 10.1 In the event, and only to the extent of any inconsistency between any agreed term of any Project Work Order or Consultancy Services Request and any term of this Call-Off Contract, then the terms of the Project Work Order or Consultancy Services Request shall prevail.

11. CONFLICTS OF INTEREST

- 11.1 Where the provision or planning of any Project or Consultancy Service involves the selection of, or advice upon the selection of, alternative courses of action (including refraining from a particular course of action) or the acquisition, or advice upon the acquisition of goods, services and rights, the Supplier shall make such selection or acquisition or give such advice in an impartial, independent and unbiased manner and in the best interests of the Customer.
- 11.2 If the Supplier becomes aware of any conflict of interest in relation to any Project or Consultancy Services (whether such existed before the Call Off Commencement Date or thereafter) it shall, without undue delay, notify the Customer in writing providing full particulars of the conflict, together with any additional information which the Customer may require in connection with such matter.

APPENDIX 1- PROJECT WORK ORDER

TEMPLATE PROJECT WORK ORDER (Reference Number: [Insert reference number.]

1. INTRODUCTION

- 1.1 This Project Work Order ("**PWO**") constitutes an addition (and to the extent detailed in this Project Work Order a change) to the Call-Off Contract for MLOSS services entered into on [date] (as amended by the Parties from time to time) between the Secretary of State for Work and Pensions and the Supplier ("**Call-Off Contract**").
- 1.2 Save as may be otherwise provided in this Project Work Order, defined terms and phrases set out in the Call-Off Contract shall apply to this Project Work Order. In the event of any contradiction between the terms of this Project Work Order and the Call-Off Terms, the terms of this Project Work Order shall take precedence.
- 1.3 The Parties agree that Section 2 is included to assist the understanding of this Project Work Order prior to signature and shall not form part of the Call-Off Contract nor affect the interpretation of the Call-Off Contract or this Project Work Order.
- 1.4 The Parties further agree that other than in respect of Section 2, the provisions of this Project Work Order shall constitute an addition (and to the extent detailed a change) to the Call-Off Contract from the date of the execution of this Project Work Order.
- 1.5 In this Project Work Order, references to "Sections" are to sections contained within this Project Work Order.

2. DESCRIPTION AND CONSEQUENCES OF PROJECT WORK ORDER

	Title of Project Work Order	[Insert title of Project Work Order.]
	Originator	[Insert name of originator.]
	Date of Request/Recommendation	[Insert date of original request.]
	Customer Lead	[Insert name of Customer lead.]
	Supplier Lead	[Insert name of Supplier lead.]
	Reason for Project Work Order	[Insert brief details of reason for Project.]
	Details of Project Work Order	[Insert brief details of Project Work Order.]
	Price or charges applicable to this Project Work Order and terms of validity and payment	As set out in Section 7.
	Customer Reference	

	SI&M Reference	N/A
	Supplier Reference	

3. APPLICATION OF THE CALL-OFF TERMS

3.1 Save as may be otherwise provided in this Project Work Order, the Call-Off Terms shall apply to the Project undertaken by the Supplier pursuant to this Project Work Order and all provisions in the Call-Off Contract applicable to provision of Services and compliance with the Service Levels shall apply mutatis mutandis to the Services under this Project Work Order.

4. TRANSITION

4.1 [Insert details of any impact of Transition upon the Project or of the Project upon Transition and how this is to be addressed.]

5. ADDITIONS/AMENDMENTS TO THE CALL-OFF CONTRACT

5.1 [Insert details of the additions/amendments required to be made to the Call-Off Contract as a result of this Project Work Order and whether such additions/amendments are specific only to what is being provided by the Supplier under this Project Work Order or the wider Services. This may include items such as new defined terms, additions to application lists etc.]

5.2 All changes referred to in this Section shall be processed by the Parties in accordance with the Variation Procedure.

6. APPLICATION OF THIS PROJECT WORK ORDER POST COMPLETION

6.1 [Insert details of any terms of this Project Work Order which will continue in/come into force following completion of the Project.]

7. PRICE AND PAYMENT

7.1 The total price for this PWO is £□ and to be provided on a fixed price basis.

[For time and materials based PWOs alternative wording to be used]

7.2 A summary breakdown of the associated charges pursuant to this PWO is as follows [].

7.3 All charges set out in this PWO are exclusive of VAT.

7.4 Invoicing shall be raised in accordance with Call Off Schedule 2 (Call Off Contract Charges, Payments and Invoicing) and becomes payable thirty (30) days from the date of the Supplier's valid invoice.

8. PROJECT PLAN

8.1 [Insert the Outline Project Plan (in substantively the format set out in the plan template below) which will be developed over time into the Detailed Project Plan.]

Agreed Delivery	Deliverables (bulleted list showing all Deliverables)	Duration (Working Days/ Months)	Delivery Date	Customer Responsibilities (if applicable)	Link to ATP/ CPP
	Update Security Plan (as necessary)				
	Information Standards – systems and procedures to ensure for areas of control (updated as necessary)				
	Version Control - procedures to control correct release or version of Deliverables (as necessary)				
	Draft Detailed Project Plan				
	Test Strategy (as appropriate)				
	Test Plans developed				
	Test Specification developed				
	Acceptance Criteria developed			Approve criteria	
	Testing (including Fail Date)				
	ITSCPlan and DR Plan (updated as necessary)				
	Commencement Date(s)				
	Service Level Threshold added or amended (as necessary)				

9. SPECIFICATION

9.1 The specifications for the Project are set out in the Supplier's proposal ([insert proposal reference number and date]).

10. [RISK MANAGEMENT]

10.1 The Supplier shall reasonably support the Customer’s risk management approach, providing risks, planning mitigation and control and providing updates via the agreed process.

11. [PROJECT REPORTING]

11.1 The Supplier shall report progress at the checkpoint meetings and update and issue to the Customer a report as agreed by the Parties.

12. [PROJECT GOVERNANCE]

12.1 The project governance arrangements shall be as agreed with the Customer.

13. TERMINATION

13.1 [Insert, where appropriate, the Project exit arrangements, in the event the Project is terminated prior to completion.]

13.2 The Customer shall be entitled to terminate this Project Work Order if any of the circumstances set out in the Call-Off Terms apply.

14. SUB-CONTRACTORS AND THIRD PARTY SUPPLIERS

14.1 [Insert, where appropriate, details of any required third party service to be used in relation to the Project along with the identity of the third party supplier and the applicable charges calculated in accordance with Annex 1 of Call Off Schedule 2 (Call Off Contract Charges, Payments and Invoicing).]

15. OTHER PROVISIONS

15.1 [Insert details of other provisions not covered above which may be required for a Project (to the extent not covered by the Call-Off Terms).]

16. APPROVALS

16.1 Purchase Orders for this PWO must be posted to: [Insert Supplier's address].

16.2 Signed copies of this PWO must be posted to FAO: [Insert Supplier's address].

The Customer

Signed and agreed on behalf of the Customer:

Name:

Position:

Date:

The Supplier

Signed and agreed on behalf of
the Supplier:

Name:

Position:

Date:

APPENDIX 2- CONSULTANCY SERVICE REQUEST

Request Summary (all fields are mandatory)						
Request Title						
CVID Number (To be completed by CD ED)		Version	1.0	Date Made	Request	Click here to enter a date.
Contract		Request Type	Choose an item.			
Priority		High Priority Criteria	Choose an item.			
Business Unit / Agency						
Originators Name			Budget Holder Name			
Contact Number			Contact Number			
Email			Email			
Target Date for Completion (Contractual targets)			Click here to enter a date.	Cost Centre Code		
CDED Approver			CDED Approval Date			
Additional Contacts for request including BT contacts who have knowledge of the request (Name, contact number and email)						
Associated CVID(s) and Title						
DWP Triage	<input type="checkbox"/> Yes <input type="checkbox"/> No					

Business Context, Scope, Targets and Objectives
Problem to be solved

Detailed Requirements and Scope			
Charging Basis			
Charging Method	Choose an item.	Funding Method	Choose an item.
Other Approved Method Details			

Site / Locations				
SLOC where work is to be performed	Business Unit Short Name	Address 1 (where work is to be performed)	Address 2 (where work is to be performed)	Postcode

Volumetrics			
Item	Quantity	Item	Quantity

Technical Requirements including Project & Delivery Requirements State any technical requirements / constraints upon the project and any time constraints that apply.
If none state N/A
Constraints (Technical/Security or Time Related)
If none state N/A
Assumptions and Known Risks
If none state N/A

Key Delivery Items		
Delivery Items	Details	Date/Duration

Progress Reporting and Gated Review Process Requirements Describe the approach to project reporting (daily/Weekly) and Gated Reviews. What is required from the supplier?
If none state N/A
Project Test Strategy Define the Project's approach to Testing, will the supplier be required to support testing, timescales for the project and any support from the supplier. Is there any ongoing test support required?
If none state N/A

Other Stakeholders / Third Parties		
If none state N/A		
Service Requirements		
Describe any ongoing Service Requirements, proposed service levels and measures and any proposed service credit regime. Is there an ongoing need for support, if so, what is the expected measure of service success?		
If none state N/A		
Commercial Requirements		
Describe any additional Commercial Requirements including any risk reward options.		
If none state N/A		
Attachments/Supporting Documentation (Cross Reference to above sections if appropriate)		
Document Name	Version	Status

Contractor CSR Assessment			
Date Issued to Customer	Click here to enter a date.	BT SSIS Ref	
BT Project Manager		Email	
Proposal Overview			
Assumptions and Caveats			

Professional Services				
Consultant Name/Function	Role	Rate	Days	Charge
Sub-Total (T1)				
Bought In / Third Party Charges				
Item Description		Rate	Days	Charge
Sub-Total (T2)				
Grand Total (T1 + T2)				

The Supplier's response has been prepared in accordance with the relevant contract. Unless otherwise specified, it is valid for 30 days from the date of issue, after which time the Supplier reserves the right to review its content in general and charges in particular. Please quote the Supplier Reference in all future correspondence relating to this CSR.

Charging		
Charging Method	Choose an item.	
Payment Timescales		
Timescales	Description	Amount
T0	Receipt of Purchase Order	£0.00
T1a	Choose an item.	
T1b	Choose an item.	

CALL OFF SCHEDULE 6: TRANSPARENCY REPORTS

1. TRANSPARENCY REPORTS

- 1.1 Both Parties agree that, should the Customer request to introduce the requirement for Transparency Reports, or vary the requirements of an existing Transparency Report, any implementation or change of requirements will be agreed in line with Call Off Schedule 5 (Variation Procedure).
- 1.2 Within thirty (30) days of the Parties agreeing to the Customer's request for a Transparency Report in accordance with Paragraph 1.1 above, the Supplier shall provide to the Customer for Approval (the Customer's decision to approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the requirements agreed in accordance with Call Off Schedule 5 (Variation Procedure).
- 1.3 If the Customer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for Approval by the Customer 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 Customer. If the Parties fail to agree on a draft Transparency Report the Customer shall determine what should be included.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Customer at the frequency agreed between the Parties in accordance with Call Off Schedule 5 (Transparency Reports).
- 1.5 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
- 1.6 The requirements in this Call Off Schedule 6 are in addition to any other reporting requirements in this Call Off Contract.

CALL OFF SCHEDULE 7: SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Description	Details
Subject matter of the processing	<p>Administering the Call Off Contract and the Services provided under the Call Off Contract.</p> <p>For the purposes of this Call Off Schedule 7, the Services being provided under this Call Off Contract are split into two elements:</p> <p style="text-align: center;">1. The Dedicated Management System</p> <p>The Dedicated Management System, which will not process Personal Data.</p> <p>There will be no processing of Personal Data as part of the Dedicated Management System.</p> <p style="text-align: center;">2. The Break/Fix Services</p> <p>The Break/Fix Services will require the processing of Personal Data on an ongoing and continual basis.</p>
Duration of the processing	<p>Call Off Commencement Date through to contract end date plus up to six (6) Months after the expiry or termination of the Call Off Contract (including any Termination Assistance Period, where applicable).</p>
Nature and purposes of the processing	<p>To facilitate the fulfilment of the Supplier’s obligations arising under the Call Off Contract, including:</p> <ul style="list-style-type: none"> a) administering, tracking and fulfilling Orders for the Services; b) implementing all or any of the Services; c) managing and protecting the security and resilience of any Supplier Equipment, the Supplier System and/or the Services; d) managing, tracking and resolving Incidents associated with the Services as set out in the Call Off Contract; and e) compiling, dispatching and managing the payment of invoices. <p>The Break/Services will require the storage of Personal Data for the execution of Break/Fix Services.</p>

Type of Personal Data	In order to provide the Break/Fix Services, the Supplier will require contact details (name, business email address, business address, business contact telephone number) of, and communications with, Customer staff concerned with the implementation and management of Services under the Call Off Contract. For the avoidance of doubt, the Supplier will not be required to process any other Personal Data for the purposes of this Call Off Contract, including Personal Data belonging the Customer's citizens.
Categories of Data Subject	Customer staff concerned with the implementation and management of the Break/Fix Services element of the Services under the Call Off Contract.
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All relevant Personal Data to be deleted six (6) Months after the expiry or termination of the Call Off Contract (including any Termination Assistance Period, where applicable) unless longer retention is required by Law or the terms of the Call-Off Contract. For the avoidance of doubt no data will be returned.

CALL OFF SCHEDULE 8- CORPORATE SOCIAL RESPONSIBILITY

1. WHAT WE EXPECT FROM OUR SUPPLIERS

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Customer may have additional requirements in relation to corporate social responsibility. The Customer expects that the Supplier and its Sub-Contractors will comply with such reasonable corporate social responsibility requirements as the Customer may notify to the Supplier from time to time. Any necessary changes to the relevant Call-Off Contract shall be enacted via the Variation Procedure.

2. EQUALITY AND ACCESSIBILITY

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

3. MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Sub-Contractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offenses anywhere around the world.
 - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
 - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Sub-Contractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to CCS, the Customer and Modern Slavery Helpline.

4. INCOME SECURITY

4.1 The Supplier shall:

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

5. WORKING HOURS

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;by individuals and by the Supplier Staff as a whole;
- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
appropriate safeguards are taken to protect the workers' health and safety;
and
 - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. SUSTAINABILITY

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

CALL OFF SCHEDULE 9 – CALL--OFF SPECIFICATION

This Call Off Schedule sets out the characteristics of the Deliverables that the Supplier shall be required to make to the Customer under this Call-Off Contract. These are set out in the Responsibility Matrix below.

1. RESPONSIBILITY MATRIX OVERVIEW

- 1.1 The Responsibility Matrix sets out the obligations of the Supplier in respect of the Services and the responsibilities of the Customer (if any) in respect of each such obligation.
- 1.2 The Services comprise a number of key functions specified at Level 1 of the Responsibility Matrix.
- 1.3 Each of the key functions at Level 1 comprises a number of subsidiary functions specified at Level 2 in the Responsibility Matrix.
- 1.4 The entries at Level 1 and Level 2 of the Responsibility Matrix are headings, for convenience only and shall not affect the interpretation or construction of this Schedule 9 (Call-Off Specification).
- 1.5 The obligations of The Supplier in respect of each Level 2 heading are described in the form of outputs at Level 3 together with any qualifications as to how the Supplier meets each Level 3 obligation which are, where applicable, specified at Level 4 in the Responsibility Matrix.
- 1.6 Where Services are not subject to the Implementation Plan, as set out in Appendix K, the Supplier shall perform all obligations at Level 3 and shall perform or comply with all qualifications specified at Level 4 from the Initial Service Commencement Date. Where Services are subject to the completion of the Implementation Plan, as set out in Appendix K, the Supplier shall perform all obligations at Level 3 and shall perform or comply with all qualifications specified at Level 4 from the Service Commencement Date.
- 1.7 Subject to paragraph 1.8, how the Supplier meets each level 3 obligation shall be at the sole discretion of the Supplier except to the extent of any qualifications specified at Level 4 in respect of that obligation. For the purposes of paragraph 1.6 and this paragraph 1.7, all of the provisions at level 4 are "qualifications".
- 1.8 Nothing in paragraph 1.7 shall in any way limit the obligation of the Supplier to meet its obligations relating to the Services specified elsewhere in this Call Off Contract.

2. CUSTOMER RESPONSIBILITIES

- 2.1 The Customer Responsibilities (if any) in respect of each output from the Supplier specified at Level 3 in the Responsibility Matrix are specified at Level 5 in the Responsibility Matrix.
- 2.2 The Customer has no responsibilities to the Supplier in respect of the Services other than those specified at Level 5 in the Responsibility Matrix.
- 2.3 If, and to the extent that, the performance of any Level 3 or Level 4 obligation by the Supplier is delayed by reason of any failure by the Customer or by its employees or authorised agents to perform a Level 5 responsibility specified in the Responsibility Matrix in relation to such Level 3 or Level 4 obligation (**a "Level 5 failure"**), the Supplier shall be entitled to the rights and reliefs in accordance with Clause 28 of the Call Off Terms. This Clause 28 of the Call Off Terms shall provide

the Supplier's exclusive remedy in respect of any Level 5 failure under this Agreement.

2.4 Wherever the Customer is obliged pursuant to this Call Off Contract to procure the provision of any products, services, information, guidance, support and/or assistance from any service provider that is, at the relevant time:

2.4.1 a member of the Supplier Group:

(a) The Customer shall be deemed to have procured such products, services, information, guidance, support and/or assistance sufficient to enable the Supplier to perform its obligations save to the extent that the procurement requires a purchase to be made by the Customer whether of products or services or otherwise in which case the Supplier shall provide all the information and assistance as is reasonably necessary to enable the Customer to make that purchase; and

(b) except where the exemption set out in paragraph 2.4.1.(a) applies, if that service provider is the Supplier, there shall, in addition, be deemed to be an obligation to be performed by the Supplier (each such obligation being referred to herein as a “**Deemed Obligation**”) included in the Responsibility Matrix to provide such products, services, information, guidance, support and/or assistance to The Supplier; or

2.4.2 not a member of The Supplier Group:

(a) The Customer shall procure from such service provider (to the extent and within such timescales as are necessary to enable the Supplier to perform the related Level 3 or Level 4 obligation in question) the relevant products, services, information, guidance and/or assistance, as appropriate.

2.5 The Supplier shall communicate, liaise and co-operate with all service providers and/or other service providers and in respect of all service providers that are not the Supplier, shall use reasonable endeavours to resolve any failures to provide products, services, information, guidance, support and/or assistance that the Customer is required to procure from them pursuant to this Call Off Contract, without the need to involve the Customer.

2.6 If the Supplier is unable to resolve any failure or delay of a service provider pursuant to paragraph 2.5, it shall refer such failure or delay to the Customer or its designated agent for resolution in accordance with Call Off Schedule 4 (Dispute Resolution Procedure).

2.7 Paragraph 2.4.1(b) and each Deemed Obligation brought into effect by that paragraph 2.4.1.(b) shall survive termination of this Call Off Contract for any reason, notwithstanding that the obligation of the Customer to procure the products, services, information, guidance, support and/or assistance to which each Deemed Obligation relates shall not survive such termination.

3. GENERAL

- 3.1 The numbering of Customer requirements does not denote any relative importance.
- 3.2 The headings are for information and ease of use only; they have (or shall have) no contractual significance.

4. DEFINITIONS

- 4.1 In this Schedule, the following words shall have the following meanings and they shall supplement Call Off Schedule 1 (Definitions):

Anti-Virus Software Updates	Means revised versions of the anti-virus software installed in line with the anti-virus software vendor's recommendations and which contain enhancements to the anti-virus detection technology used.
Customer Data	Any data associated with running the Customer's Services, including but not limited to: <ul style="list-style-type: none"> • personal identifiable information; • service management data; and • technical configuration data.
Customer's IT Service Management Toolset	Toolset(s) provided by the Customer for automation and integration of service management processes.
Customer's Technical Standards	Describes the layout of a Communications Room
Cabling Services	As described in under obligation 2 in the Responsibility Matrix of Call Off Schedule 9.
Communications Room	Means a room housing Customer and/or equipment owned by the Supplier for the provision of the Services and/or third party equipment used to provide other services to the Customer.
CMDB	A configuration management database (CMDB) is a database used to store information about hardware and software assets and their related physical and logical configurations.
CPE	Otherwise known as Customer Premise Equipment, is any technology devices located at the Site and supported by the Supplier.
Data Management	Means managing the integrity of Customer Data and protecting it to provide contingency against data loss or corruption and managing the security of Customer Data in accordance with the Security Standards and Policies.
Diagnostic Tool	Means a tool, process or method that can be used to determine whether the item under investigation is operating at its

	desired level;
LAN Service	As described in under obligation 1 in the responsibility matrix of Call Off Schedule 9.
LAN Service Boundary	As described in under obligation 1.1.15 in the responsibility matrix of Call Off Schedule 9.
Low Level Designs	Capture the physical layout of equipment and cabling in a communications room.
Live Environment	Means the Customer's production computer environment comprising the hardware, networks, applications and databases which are utilised from time to time by the Customer to support operation of its business functions.
Known Errors	A Known Error is a problem that has a documented root cause and a Workaround. Known Errors are managed throughout their lifecycle by the Problem Management process.
Network Access Controls (NAC)	Network access control, or NAC, performs access management through policy enforcement on devices and users of corporate networks.
NCSC	The National Cyber Security Centre (NCSC) is a UK public body provides cyber security guidance.
Major Change	A major change shall be defined as one or more of the following: <ul style="list-style-type: none"> • Fit of a new communications room. • Refurbishment of a communications rooms. • New, replacement or removal of racks. • Additional or remove of CPE kit by the Supplier.
Problems	A Problem is the underlying cause of one or more Incidents.
Penetration Tests	Also called pen testing or ethical hacking, is the practice of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit.
Releases	A set of related changes to, or the introduction of, a new application or infrastructure, which are scheduled for simultaneous implementation which typically form a single regression test baseline point.
Remote Diagnostics	The ability to be able to determine whether the item under investigation is operating at its desired level whilst the individual or system undertaking that diagnostic activity

	is remotely sited from the item under investigation;
RFC 1918	Request for Comment 1918 (RFC 1918), "Address Allocation for Private Internets," is the Internet Engineering Task Force (IETF) memorandum on methods of assigning of private IP addresses on TCP/IP networks.
Root Cause Analysis	Means the analytical activity to be undertaken to determine the underlying cause of an Incident or Problem, and "Root Cause Analyses" shall be construed accordingly.
Quality Releases	means the absence of any defect, with performance fully conformant to the requirements, of a Release.
Service Desk	The single point of contact between the Supplier and Customer concerning incidents.
Structured Cabling	Defined as building wide cabling for the purposes of voice and data networking.
UNITY	The Supplier's repository for asset information, which acts as a standalone system that is not integrated directly with any of Customer's service management toolsets (for security implications). Such asset information held in Unity will feed into the existing CMDB operated and hosted by the Supplier.
WAN	The wide area network (WAN) is a telecommunications network that connects the Customer Sites.
Workarounds	A method for overcoming a problem or limitation in a program or system.

5. RESPONSIBILITY MATRIX

Original sequence	Source	Requirement	Supplier Compliance
1	L1	Local Area Network Services	
1.1	L2	Local Area Network Services Scope	
1.1.1	L3	The Supplier shall plan, design (and provide the Customer with the high level LAN design for each Site), install, test, provide and manage a LAN (Local Areas Network Service) to deliver switched Ethernet connections to all the Customer end devices within each Site. The Supplier shall include all connectivity assurance activities, physical infrastructure (Including Structured Cabling) software and management systems as necessary. Such Service to be called the “LAN Service” and shall be delivered to all Sites specified by the Customer from the Initial Service Commencement Date and Service Commencement Date, where applicable.	Yes. This overarching requirement is detailed in multiple areas of the Supplier’s tender response. See response in Appendix C.2.
1.1.1.1	L5	The Customer and/or its representatives will comply with its obligations in Appendix K Implementation Plan and approve the Deliverables within a timely manner.	
1.1.2	L3	The Supplier shall provide management tools to perform the technical management of the LAN Service. The tools shall operate on a platform dedicated to the Customer’s LAN Service.	Yes. Dedicated platform provided as per the Supplier’s tender response. Please see response A1, Part 1, 2nd paragraph.
1.1.3	L5	The Customer shall raise an appropriate Service Request for additional LAN Services either within an existing Site or to a new Site.	Customer Obligation.
1.1.4	L3	The Supplier shall provide LAN services at all sites as specified by the Customer and shall maintain and store all current designs and configurations	Yes. The Supplier will provide LAN Services at Sites specified by the Customer, including maintenance of current designs and configurations. Please see response A1, Part 4.

		unless otherwise requested to do so.	
1.1.5	L3	The Supplier shall deliver the LAN Service to the LAN Service Boundary. This means all of the following: a) patching within the communications room between the patch panel and the LAN switch. b) the interface cable that connects to the WAN Services device port. c) upon request and as a separate chargeable item, the interface cable between the end device and wall or floor port.	Yes. a) These are the tasks that the Supplier's field engineer will conduct or, if standalone cabling call-offs, will be completed by the Cabling engineering resource. See response A3. b) These are tasks that the Supplier's field engineer will conduct or, if standalone cabling call-offs, will be completed by the Cabling engineering resource. See response A3. c) These are tasks that the Supplier's CPE field engineer will conduct or, if standalone cabling call-offs, will be completed by the Cabling engineering resource. See response A3.
1.1.6	L3	The Supplier shall ensure that the LAN Service enables end-to-end and any-to-any connectivity between LAN-connected devices within the same Site or multi-Site.	Yes. Not specifically mentioned in the Supplier's tender response, but this is dependent upon any existing configuration in place, any changes to any configuration and any specific requirements of the Customer.
1.1.7	L5	The Customer shall provide WAN connectivity to all sites to support end-to-end and any-to-any connectivity between LAN-connected devices within the same Site or multi-Site.	Customer's Obligation.
1.1.8	L3	The Supplier shall provision sufficient capacity via an Internet connection to enable connectivity with the Customer network.	Yes. The Supplier will provide the connectivity from the dedicated management capability using BTNet with an appropriate bandwidth. Not specifically mentioned in the Supplier's tender response.
1.1.8(a)	L3	The Supplier shall provision an appropriate alerting mechanism from the LAN dedicated management system that may be used to inform another Supplier System of a relevant change of status of the estate monitored by the LAN dedicated management system	
1.1.9	L5	The Customer shall provide and install at two nominated Supplier sites a pair of secure internet access routers to connect to the Customer Network in an active passive configuration.	Customer obligation.

1.1.10	L3	The Supplier shall prepare and update Low Level Designs as per the Customer's Technical Standards, for new sites and Major Changes (refresh) at a Site.	Yes. LAN designs as per the Supplier's tender response. See response A1, Part 4.
1.1.11	L3	The Supplier will authenticate its users requiring access via the Supplier's LAN Management domain,	
1.1.12	L5	The Customer will provide the Supplier with access to the Customer network and TechNow application via the Customer's SD WAN connectivity.	
1.1.13	L5	The Customer shall provide access to its Network Time Protocol (NTP) service via the Customer's SD-WAN connectivity, enabling the Supplier's LAN management tools and platform to synchronise with the Customer's time source (as required).	
1.2	L2	Local Area Network Services Technical Characteristics	
1.2.1	L3	Where specified by The Customer, The Supplier shall provide virtual separation of LAN environments within a Site.	Yes. Not specifically mentioned in the Supplier's tender response, but this will be achieved through the use of VLANs configured on a per site basis. It is assumed that all devices on the Customer's estate support this functionality.
1.2.2	L3	The Supplier shall provide bandwidth control of traffic on specific virtual LANs across any shared LAN infrastructure at Sites where virtual separation of LANs is specified by the Customer and is supported by the LAN Switch Devices on the Site.	Yes. Not specifically mentioned in the Supplier's tender response, but this will be achieved through the use of service policies. It is assumed that all devices on the Customer's estate support this functionality.
1.2.3	L3	The Supplier shall ensure that the LAN Service is synchronised to a time source that the Customer will specify.	Yes. Solution to be synchronised to a Customer provided time source. See response A1, Part 10, bullet point 4.
1.2.3(a)	L5	The Customer shall make available and provide the appropriate IP addresses of the Customer NTP service to be used for the LAN Switch Devices to allow for them to be synchronised to the Customer time source.	
1.2.4	L3	The Customer uses Network Access Controls (NAC). All LAN switches shall be configured by	Yes. NAC provided as per the Supplier's tender response. See response A1, Part 6.

		the Supplier in accordance with the Customer's NAC requirements.	
1.2.4.1	L4	The Supplier shall advise the Customer of the management IP address of any new LAN Switch Devices before the devices are live.	Yes. Not specifically mentioned in the Supplier's tender response, but this would be part of the LAN design. See response A1, Part 4.
1.2.5	L3	The Supplier shall ensure that all LAN Switch Devices are patched to a current vendor supported release, with the exception of Security Releases which shall be the latest release unless otherwise agreed in writing with the Customer. Where the LAN Switch reaches last date of software maintenance releases, then the Supplier shall not be liable for any further software patching.	Yes. Patching deployed using Cisco Prime and provided as per the Supplier's tender response. See response A1, Part 5.
1.2.5.1	L4	The Supplier shall provide a quarterly report detailing the software patch status of the LAN Switches deployed, that incorporates the devices current software patch level and the current manufacturer software patch level. The Supplier shall also provide a monthly progress update. This report shall then be used to determine any requirements to update the LAN Switches, together with any appropriate actions that need to be undertaken and shall be agreed via operational change. The Forward Schedule of Change will detail scheduling of these activities due to take place and may also be used to guide the timing of the activity as other change activities which may be non-Supplier activities and may take precedence.	
1.2.6	L3	The Supplier shall use RFC 1918 IP Addresses allocated by the Customer in the delivery and management of the LAN Service.	Yes. Not specifically mentioned in the Supplier's tender response, but the Supplier would use such Customer allocated addresses. Where any LAN switch is not using a Customer allocated RFC1918 address already, if any transition to use RFC1918 addresses is required, then this will be at the

			Customer's expense. Not specifically mentioned. The Customer will not re-address the user side but will re-address the management side.
1.2.6.1	L4	The Supplier shall advise the Customer of the management IP address of any new LAN Switch Devices before the devices are live.	Yes. Not specifically mentioned in the Supplier's tender, but this would be part of the LAN design. See response A1, Part 4.
1.2.7	L3	The Supplier shall label all cables to the Customer standards when installing new equipment and/or undertaking re-cabling or re-patching at a site, including the management and maintenance of patch leads and patch panels.	Yes. All labelling standards have been understood and taken into account that are contained within the document "RM3804 Technical Standards Document" and confirm all will be applied where required. If the Supplier attends a Site and confirms, due to age or poor standard of previous installation, the current labelling, patching or patch panels could be a potential risk, the Supplier will provide a report detailing the issues and highlighted risk and propose remedial works required to mitigate this risk. See response A3- Cable Labelling, Page 19 of 57.
1.2.8	L3	The Supplier shall provide and manage all aspects of the Services, as described in this Call Off Schedule 9 (Specification), in the United Kingdom only, unless a provision of the Call Off Contract permits otherwise; or as otherwise agreed between the Parties.	
1.2.9	L3	In respect of Cisco Prime additional reports can be customised where necessary to provide specific views and information to users without the need to purchase additional licencing.	
1.2.10		The Parties agree that any private IP addressing information related to the Services is classified at "OFFICIAL".	

2	L1	Cabling Services	Supplier Compliance
2.1	L2	The Supplier shall provide Cabling Services at all Sites for the purposes of installations and to locate and resolve cabling faults.	Yes. The Supplier's cabling scope and approach is defined in the Supplier's response to A3, clearly detailing and highlighting compliance with the Customer's technical standards and requirements, these include cabling services for new provisions and faults, with tasks including: Performing patch cabling

			<p>between a device and wall or floor port, Investigating and resolving patch cabling faults.</p> <p>Undertaking any investigations into the quality of the Structured Cabling at sites, Undertaking site surveys, the supply and installation of structured cabling including cable accessories, the supply and installation of fibre optic cabling, remedial works related to communications room checks, cable labelling compliant with your technical specifications, monitoring and reporting on the reliability of all Site LAN cabling, adherence with communications room standards. See response A3 P17-P21</p>
2.1.1	L3	<p>Upon request, and at Sites specified by the Customer, the Supplier shall perform one or more of the following Services:</p> <ul style="list-style-type: none"> a) Perform patch cabling between a device and wall or floor port. b) Investigate and resolve a patch cabling fault. c) Undertake an investigation into the quality of the Structured Cabling at a Site. d) Undertake a Site survey. e) Supply and install Structured Cabling including cable accessories. f) Shall supply and install fibre optic cabling. g) Supply and install equipment cabinets. h) Remedial work related to communications room checks. 	<p>Yes. The Supplier's cabling scope and approach is defined in the Supplier's tender response to A3, clearly detailing and highlighting compliance with the Customer's technical standards and requirements, these include cabling services for new provisions and faults, with tasks including: performing patch cabling between a device and wall or floor port, Investigating and resolving patch cabling faults.</p> <p>Undertaking any investigations into the quality of the structured cabling at sites, Undertaking site surveys, the supply and installation of structured cabling including cable accessories, the supply and installation of fibre optic cabling, remedial works related to communications room checks, supply and siting/installation of equipment cabinets, cable labelling compliant with the Customer's technical specifications, monitoring and reporting on the reliability of all Site LAN cabling, adherence with communications room standards. See response A3 P17-P21 and pricing contained within the Supplier's Financial response document "Catalogue"</p>
2.1.2	L3	<p>The Supplier shall label all cables to the Customer standards when installing and/or undertaking re-cabling or re-patching at a site, including the management and maintenance of patch leads and patch panels.</p>	<p>Yes. All labelling standards have been understood and taken into account that are contained within the document "RM3804 Technical Standards Document" and confirm all will be applied where required. If the Supplier attends a Site and the Supplier confirms, due to age or poor standard of previous installation, the current labelling, patching or patch panels could be a potential risk, the Supplier will</p>

			provide a report detailing the issues and highlighted risk and propose remedial works required to mitigate this risk. See response A3- Cable Labelling, Page 19 of 57.
2.1.3	L3	The Supplier shall monitor and report on the reliability of all Site LAN cabling and recommend an investigation to the Customer if the level of reported Site cable faults is excessive in the reasonable opinion of the Supplier.	<p>Yes. The Supplier will monitor and track faults and provide monthly reports to the Customer, which will categorise sites in terms of received faults as a percentage of installed cabling.</p> <p>When a site 'breaches' an unacceptable percentage over a defined period, the Supplier will instigate a request to the Customer to complete a detailed investigation of the structured cabling installation on that Site and provide a detailed report on remediation required to reduce the fault rate at that site. See response A3 P19</p>
2.1.4	L3	When a communications room is attended, the Supplier shall perform a set of checks to determine adherence with communications room standards, including reporting non-compliance, using a checklist. The Supplier shall provide a copy of the checklist to the Customer.	Yes. When attending a communications room, a Supplier engineer will complete a visual check to confirm communications room standards are adhered to and record any non-compliance. A copy of the checklist will be provided to the Customer by pre-agreed means. See response A3 Page 20
2.1.4.1	L5	The Customer shall provide the Supplier with a checklist of the checks that need to be performed.	<p>Yes. The Supplier, as a minimum, would expect the following to be checked, a copy of the checklist will be provided to the Customer by pre-agreed means:</p> <ul style="list-style-type: none"> • general tidiness of the room; • any Health & Safety concerns; • any evidence of water ingress • report on any faulty lighting; • any security issues such as unsecured doors; • air conditioning is functional; and • record any UPS alarm. <p>See response A3 Page 20</p>
2.1.5	L3	All structured cabling installed by the Supplier shall be subject to 25 years warranty.	Yes. Upon completion of cabling works, the Supplier will provide a manufacturers standard 25-year warranty for works completed. See response A3 Page 20
2.1.6	L3	Where cabling is replaced it should comply with the current standards of the Customer.	<p>Yes. Where cabling is replaced it will comply with the current standards of the Customer.</p> <p>Where any cabling is replaced, it will comply to all outlined standards detailed the in RM3804 Technical Standards document. See response A3 Page 20</p>

3	L2	CPE On Site Support Services	Supplier Compliance
3.1	L3	On Site Support Services Scope	
3.1.1	L3	<p>The Supplier shall provide onsite support services for CPE at the Customer Sites, including:</p> <ul style="list-style-type: none"> a) Installation of CPE. b) Fault finding and resolution of CPE. c) Fault Finding and Fault Resolution of Cabling repairs/replacing d) Replacing CPE. e) Decommissioning of CPE. f) Secure disposal of CPE. g) Access Point (AP) Replacement <p>The Customer shall triage all incidents for CPE and shall provide the Suppliers Service Desk with all information required, including any replacement equipment requirements, to enable the Supplier to assess the fault and assign and deploy the relevant engineering resource.</p> <p>Where the Customer raises an access point fault, and the call is subsequently determined to be a LAN fault, the call out charge for the wireless team shall be applicable.</p>	<p>Yes. The Supplier has detailed our Device provisioning and site provisioning process within the tender response, for both new installation requirements and CPE onsite support services, full detailed process for fault finding and resolution, decommissioning and secure disposal. The Customer's hardware asset management document includes the requirement to securely dispose of decommissioned hardware. If DWP agree, the Supplier has the option of recycling devices, where appropriate, and those devices can re-enter the Customer's inventory. See response A2 Point 5/6, A4.</p>
3.1.2	L3	The Supplier shall comply with the Customer's operational procedures when performing any On Site Support Services.	Yes. The Supplier will comply with the Customer's operational procedures when performing any onsite support services
3.1.3	L3	If requested by the Customer, the Supplier shall securely dispose of the hardware in accordance with the Customer's disposal process, including updating the Customer's asset management CMDB, and shall be chargeable in accordance with Call Off Schedule 2 Charging Pricing and Invoicing . CPE Onsite Support Charges . The Supplier engineer attending the Site shall hold BPSS clearance.	<p>Yes. The Supplier has included a disposal process for faulty items under support request and general disposals following decommissions and end of lifecycle requests per the Customer's Hardware asset management policy:</p> <p>Where a support call is logged for a device to be replaced that has a requirement to be securely disposed of, the attending Supplier engineer will package the faulty device in the packaging the replacement device arrived in and label the box with a reference number. When a device has a requirement to be disposed of outside of an engineering visit, i.e. catalogue call off,</p>

			<p>the Customer will be required to box and label the Device ready for collection.</p> <ul style="list-style-type: none"> • The Supplier engineer places the kit at a secure location on site (usually the communications room) and will nominate a site contact who Restore can contact directly. • The engineer updates the scheduler, who updates the systems and records the asset change information for both old and new devices (as supplied by the engineer). • A request for quote is then raised for secure disposal by the Supplier to Restore. • The quote is validated against the rate card for devices, it is approved by the Supplier's team. • Restore will then contact the nominated site contact to arrange collection. • After collecting the device, Restore destroy the equipment within 5 working days of receipt and supply the Supplier with an electronic Certificate of Destruction (eCoD) via email along with a report confirming disposal details. The Supplier will then update inventory management record on the Supplier's systems and update TechNow. See response A4 point 7.
3.1.4	L3	The Supplier shall ensure its field-based multi-skilled engineers are equipped with spare CPE for each type of CPE and the necessary spare components, such as copper, fibre and patch cables at a Site when they resolve a fault.	Yes. Prior to an engineer attending site, the BT DWP support desk will have identified, through structured questioning, that the relevant engineer is equipped with right skills and equipment to resolve the specific incident when they attend site. See response A4 point 4
3.1.4.1	L5	The Customer shall be responsible for procuring any spare CPE required by the Supplier.	Yes. The Supplier not included in its tender response any costs for procuring CPE stock. It is understood that the Customer will either opt to purchase spare CPE from the Supplier at pass through cost or purchase from alternative sources. With the exception to Cisco LAN CPE for "support services", the provision of any stock is factored into the support cost model and utilises the Supplier's central stock holdings, therefore, the only costs outside of that for Cisco CPE (for support services) will be for instances where the Customer requires secure destruction and the Supplier will procure and raise an invoice for stock replacement. See response B2 point 2.

3.1.4.2	L5	In order to ensure the correct relevant parts are delivered to Site the Customer shall provide clear instructions, on any spares and or replacement CPE equipment required for resolution of the fault, to the UK-based Supplier Service Desk.	
3.1.5	L3	The Supplier shall label all cables to the Customer standards when installing new equipment and/or undertaking re-cabling or re-patching at a site, including the management and maintenance of patch leads and patch panels.	Yes. All labelling standards have been understood and taken into account that are contained within the document "RM3804 Technical Standards Document" and confirm all will be applied where required. If the Supplier attends a site and confirms, due to age or poor standard of previous installation, the current labelling, patching or patch panels could be a potential risk, the Supplier will provide a report detailing the issues and highlighted risk and propose remedial works required to mitigate this risk. See response A3- Cable Labelling, Page 19 of 57
3.2	L2	CPE Asset Management	Supplier Compliance
3.2.1	L3	The Supplier will retain a spares pool, of CPE which covers: 1. Minimum stock required to meet the SLAs across the estate. 2. Stock buffer and CPE in faulty device returns process. 3. The Supplier shall monitor on a daily or weekly frequency or, dependant on Service Requests, CPE Customer threshold stock level. This shall be conducted by the dedicated DWP project team whose responsibility it is to ensure sufficient stock levels. Where stock level falls below pre-determined thresholds (which will be calculated based on lead times from manufacturers (ranging from next Working Day to four (4) weeks depending on the manufacturer) or distributors (typically 1-2 working days, or as otherwise identified by the Supplier). All stock will be placed on UNITY (for new work requests) and a .csv export into CMDB. It will be from the CMDB that the Dedicated DWP project desk will review, monitor and initiate purchase requests to DWP, either by e-mail or a ticket in TechNow.	Yes. The Supplier has assumed a 2% stock rotation per annum against deployed estate for failures, this will cover non Cisco CPE. Within the tender response the Supplier highlighted the proposed stock volumes to facilitate the support services with a Supplier obligation to continuously monitor stock levels and advise the Customer if any increases in minimum thresholds should occur through higher than estimated call volumes. The 2% estimate includes a buffer to ensure sufficient stock is held whilst warranty returns are conducted. For Cisco LAN support services- stock is not taken into account as this will be fulfilled by the Supplier's support stock holding. In addition, the Supplier has highlighted estimated quantities of CPE for new requirements. For new installations, the Supplier will be holding Customer owned stock in the Supplier's warehouse in Barlborough. Within the Supplier's tender response, the Supplier provided an estimate of CPE volumes the Supplier should hold. If the Customer requested to use a pre-purchased stock holding for new device provisioning, to accurately size any stock holding, the Customer would be required to provide an estimated schedule of works in advance and the stock holding

			would be sized in accordance with that schedule of works and demand. As the Supplier has no visibility of the Customer's requirements/volumes for device provisioning, any stock holding is an estimate only. If the Customer requested to move away from pre-purchasing stock that may potentially not be used, another option would be to purchase equipment from the Supplier as and when a need arises. The Supplier has partner relationships with many manufacturers and suppliers and our network of trading relationships, covering hundreds of manufacturers, combined with top tier accreditations, which gives the Supplier access to competitive purchase rates at next day delivery timescales. See response B2 Point 4
3.2.2	L3	The Supplier will comply with The Customer's Digital Technical Asset Management Procedures ensuring all the Customer devices are clearly asset tagged and auditable, and the CMDB maintained to the level of accuracy as set out in Call Off Schedule 3 (Service Levels).	<p>Yes. Existing DWP LAN devices will be asset tagged and held as CI's in the CMDB as part of TechNow.</p> <p>In addition, any devices that the Supplier holds for CPE support services (excluding Cisco) or equipment for new installations (including Cisco) that is stored in or sent from Supplier warehouses reach Supplier facilities, the devices will be asset tagged and recorded into the Supplier's central asset management platform called Unity. As devices are rotated through new work requests or CPE faults, the systems will be updated with current status of device and location. The inventory will be provided as real time information to the Supplier's support desk(s).</p> <p>Unity is not integrated directly with any of the Customer's own service management toolset (for security implications), however, the Supplier can work with the Customer to support the integration with TechNow. It is understood that the platform can take a data flow input and convert through to into a target database table for onward reporting. See response B2 point 1</p>
3.2.3	L3	The Supplier shall define, agree and implement a process to provide the Customer with proof of receipt, so that The Customer can approve the associated hardware vendor invoices.	Yes. The Supplier will receive stock into our holding facility, following a stock replenishment request to the Customer. The equipment will be unboxed, the contents will be checked against expected inventory and volumes. The device(s) will subsequently be "powered on" and the

			<p>Supplier will proceed to load an initial base configuration to ensure the device holds and operates correctly. When deployed, this configuration will be wiped and replaced. The device will then be powered off, asset tagged and logged into the stock management system (Unity) as "In stock-Available".</p> <p>This process takes circa five working days from receipt of stock to be processed basic factory acceptance testing and logged onto the systems to be completed. When devices have been checked, booked in and inventory updated, a notification will be sent to the administration team along with inventory details of received devices, copies of any delivery notes and asset details. It is expected that any incoming requests for stock replenishment will be via a ticket from your ITSM Toolset, TechNow. Any subsequent notification of stock receipt will be passed back to TechNow and the ticket closed. See response B2 Point 3</p>
3.2.4	L3	The Supplier shall manage the stock and advise when any spares stock is below thresholds agreed with the Customer.	Yes. Through inventory management, the Supplier will monitor the Customer's stock levels to ensure a minimum holding is maintained. As the inventory is depleted, it will reach a trigger point, calculated based on replenishment lead time and the Customer will be advised what items will need to be re-ordered. See response B2 Point 2.
3.2.5	L3	The Supplier will be required to perform a basic set of factory acceptance tests to confirm the device is operational as part of incident investigation and upon receipt of CPE for spares purposes	Yes. As all devices received from the Customer will be considered either Customer existing owned assets that will be passed to the Supplier upon contract commencement or new stock from manufacturers or distributors, as part of any stock replenishment, the Supplier will conduct a basic power on test to determine whether the equipment powers on and a boot screen is reached. If the device powers on and reaches a boot screen, the Supplier will proceed to load an initial base configuration to ensure the device holds and operates correctly, this will be limited to basic tests only as the Supplier will be unable to connect the devices to the Customer's network. The device will then be powered off, asset tagged, re-boxed and the inventory will be updated to reflect stock received and

			<p>tested as “In stock- Available”. If any devices are found to be faulty when initially tested, these will be collated, inventory updated with current state “In stock- Defective” and will be passed to the administration team, who will update the ticket on the Customer’s ITSM Toolset and, depending on the Customer’s instructions, automatically initiate a warranty replacement through any pre-existing warranty arrangements the Customer has, quote the Customer for repair or quote for secure destruction. See response A4 point 3.</p>
3.2.6	L3	<p>Where any faulty hardware is under warranty, the Supplier shall handle the related warranty return and receipt of the replacement hardware to and from the Hardware Vendor.</p>	<p>Yes. Where a faulty device that has been replaced under the onsite support service is under warranty, the Supplier will mark the asset as “warranty repair”. The Supplier will then handle the related warranty return and receipt of the replacement hardware into the stock holding, updating the inventory with new device details from the hardware vendor, and marking the new asset as “in stock-available”. This data will flow through the stock management system (UNITY), which will be visible to the BT DWP support desk for tracking. During initial in-sourcing of stock, the Supplier will record the warranty status at a device level into the Supplier’s asset management platform, where this information can be provided by the Customer. When this detail is unknown, the Supplier can offer a service to approach each manufacturer/supplier and record warranty status of each device. The Supplier’s stock inventory would then be updated with the warranty status. See response A4 point 6.</p>
3.2.7	L3	<p>Where the faulty hardware is not covered by the Hardware Vendor warranty terms or otherwise where requested, including where the Supplier is not able to access the hardware to wipe the device data for any reason, then the Supplier shall securely dispose of the hardware in accordance with NCSC standards.</p>	<p>Yes. Where a faulty device has been replaced that is not covered by the hardware vendor warranty terms or where the Customer advises the Supplier of the requirement, the Supplier shall initiate its secure disposal service. To minimise cost to the Customer for secure disposal, assets that are residing in our stock locations that are marked for disposal will be securely held and securely disposed through a bulk work order. Where notification has been received from the Customer for assets that are required to be disposed, which are residing in Customer locations, these will be</p>

			immediately passed into the secure disposal process. During initial in-sourcing of stock, the Supplier will record the warranty status at a device level into our asset management platform, where this information can be provided by the Customer. When this detail is unknown, the Supplier can offer a service to approach each manufacturer/supplier and record warranty status of each device. The Supplier's stock inventory would then be updated with the warranty status. See response A4 point 6.
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4	L1	Services Support Scope	Supplier Compliance
4.1	L2	Unless otherwise stated, all the Service Support obligations set out below shall apply to all Services provided by the Supplier.	Yes. Service support obligations have been applied to all of the Supplier's Service.
4.2	L2	Data Management (Backup, Archive, Restore)	Supplier Compliance
4.2.1	L3	The Supplier shall perform Data Management in accordance with Industry Good Practice at the Effective Date.	Yes. The Supplier's approach data management practices in accordance with Industry Good Practice with robust governance procedures and quality control.
4.2.2	L3	The Supplier shall perform backups and archiving of Customer Data to a schedule agreed with the Customer and restore data as required, and prior to such agreement in accordance with Good Industry Practice.	Yes. Backups and restores will continue to be performed to the agreed your schedule in a secure off site facility.
4.2.3	L3	The Supplier shall provide safe and secure storage of backed up and archived Customer Data.	Yes. Backups will be managed and stored both locally within the Newcastle Datacentre and securely off-site in the Supplier's Preston facility using Supplier approved VEEAM software.
4.3	L2	Access to Information	Supplier Compliance
4.3.1	L3	The Supplier shall support the Customer in the provision of information relating to the Services that may be required by the Customer from time to time in response to requests for information from third parties, including, without limitation, Parliamentary Questions.	Yes. The Supplier will respond appropriately to ensure requests will be serviced.

4.3.2	L3	On request from the Customer Service Desk, the Supplier shall provide access to the Supplier's policies and procedures in relation to the delivery of the Services, to enable assurance or audit activities.	Yes. The Supplier will provide visibility to the policies and processes, for example over screenshare, to ensure the Customer is able to gain the information they require for assurance and audit activities.
4.4	L2	Guidance and Maintenance of Tooling	Supplier Compliance
4.4.1	L3	The Supplier shall provide and maintain accurate design and configuration documentation for all tooling used in providing the Services.	Yes. Customer-centric tooling documentation will be created/updated where applicable and stored securely.
4.4.2	L3	Where Supplier tooling integration is delivered the Supplier shall comply with the Customer's TechNow Code of Connectivity.	Yes. Where the Supplier uses end user devices to interact with TechNow, these devices will comply to the TechNow Code of Connectivity. Should the Supplier and the Customer agree that there is a level of system to system integration that may deliver efficiencies, then the requirements for any connectivity will be discussed as they are not currently stated within the TechNow Code of Connection. See response A2 (section 2).
4.4.3	L3	The Supplier shall access and utilise the Customer's TechNow application as the core service management tool.	
4.4.4	L5	The Customer shall provide the Supplier with the Technow capabilities and the Supplier shall review and confirm any non-compliance.	

5.0	L1	Service Management	
5.1	L2	Incident Management	
5.1.1	L3	The Supplier shall comply with the Customer's Incident Management Framework and Major Incident Management Policies and Procedures.	Yes. Policies and procedures compliancy have been applied to all incident management-related responses set out below. Multiple locations in responses A1 (section 7), A2 (section 3), A4 (sections 3 and 4), B1.
5.1.2	L3	The Supplier shall ensure that Incident Records are complete, , and up to date at all times and are linked to any other impacted areas including, but not	Yes. Incident records maintained by dedicated Service Desk staff in TechNow and owned by the same staff member, irrespective of where

		limited to, the CMDB , Problems, Change Records, Known Errors and Workarounds within the Customer Service Management Tooling	the record has been passed on to. Please see response B1.
5.1.3	L3	The Supplier shall identify, record, investigate, diagnose for managed LAN Switches and will investigate and diagnose Cabling incidents and on receipt of instruction from the Customer for CPE Equipment resolve Incidents assigned to the Supplier in accordance with the relevant Service Level Threshold and Key Performance Indicators, as specified in Call Off Schedule 3 (<i>Service Levels</i>).	Yes. Service levels and KPIs will be met under the M3804 framework across the incident management discipline and reported accordingly. Yes, remote diagnostics will be completed on LAN switches using Cisco Prime.
5.1.4	L3	The Supplier shall utilise the Customer Service Management Tooling for the management and processing of all Incidents	Yes. Service desk personnel will manage all incidents from TechNow. Please see response B1.
5.1.5	L3	When Site attendance is required The Supplier shall use The Customer's Site & Comm's Room process to request access to sites.	Yes. Field engineers will adhere to this process as they do now. Please see response B1.
5.1.6	L3	The Supplier shall conduct remote diagnosis, for LAN Switch Devices only, prior to engaging field engineering services. The Supplier shall undertake investigation/diagnosis prior to an engineer being assigned and replacement hardware ordered to Customer Site.	
5.2	L2	Request Fulfilment	
5.2.21	L3	The Supplier shall comply with the Customer's Request Fulfilment Policies and Procedures.	Yes. The policies and procedures are met as shown in the following responses below.
5.2.2	L3	The Supplier shall utilise the Customer Service Management Tooling for the processing of all Requests.	Yes. All requests will come through the Customer's SMT and passed to relevant teams to be actioned accordingly Please see responses A2 (sections 1, 5 and 6) and A3.
5.2.2	L3	The Supplier shall confirm it will provide up to date contact details to enable the Customer Service Desk to assign Requests correctly to the Supplier.	Yes. Any relevant contact details will be updated and passed to the Customer's Service Desk to enable swift delegation. Please the response B1.
5.3	L2	Problem Management	
5.3.1	L3	The Supplier shall comply with the Customer's Problem Management Framework.	Yes. The Supplier will continue to comply with the Customer's Problem Management Framework.
5.3.2	L3	The Supplier shall utilise the Customer Service Management Tooling for the	Yes. TechNow will continue to be utilised for Problem Management by or dedicated team.

		management of all Problems and Root Cause Analysis	
5.4	L2	Access Management	
5.4.1	L3	The Supplier shall inform the Customer of any instance where the Supplier believes Access Management rights may be abused within 48 hours of coming aware of such abuse.	Yes. Logs of management activity will be sent to a separate log management platform, which will be managed by a separate team. Any abuse of access management rights will be treated as a security incident and managed as part of the Security Incident Management Process (MPSA.DWP.00339), which covers the process for handling Security Incidents, Events and Weaknesses including reporting to the Customer. Please see Appendix C.2 - Tender Response Document, section A1 & B1. Appendix G - Information Security Questionnaire - BT Response 1.5, responses to S03, S32-S34.
5.4.2	L3	The Supplier shall provide the Customer with a quarterly record of access where Users are suspected of breaches of Access Management policy, inappropriate use of resources or fraudulent use of data.	Yes. Any abuse of access management rights will be treated as a security incident and managed as part of the Security Incident Management Process (MPSA.DWP.00339) which covers the process for handling Security Incidents, Events and Weaknesses including reporting to the Customer. Please see Appendix C.2 - Tender Response Document, section A1 & B1. Appendix G - Information Security Questionnaire - BT Response 1.5, responses to S03, S32-S34.
5.5	L2	Change Management	
5.5.1	L3	The Supplier shall comply with the Customer's Change Management Policies and Procedures.	Yes. The policies and procedures are met as shown in the following responses.
5.5.2	L3	The Supplier shall utilise the Customer Service Management Tooling for the management of all Change.	Yes. TechNow will be utilised for all elements of recorded Changes by the Supplier's dedicated Change management team and rigorous process, in conjunction with the Customer. Please see responses A1 (section 5) and A2 (section 1).
5.5.3	L3	The Supplier shall ensure that all requests for impacting of changes are responded to accurately, comprehensively and within the timescales set in the Customer's Change Management Policies and Procedures.	Yes. Policies and procedures compliancy have been applied to all areas of Change Management and will continue to be adhered to. Please see response A2 (section 1).

5.5.4	L3	The Supplier shall provide the Customer with details of all proposed and planned changes for inclusion in the Forward Schedule of Change (FSC).	Yes. Any planned releases will be highlighted to the Customer as part of the existing Change management process. Please see response A1 (section 5).
5.5.5	L3	The Supplier shall ensure the Customer is made aware of Change activity that may impact the Customer regardless of whether the Changes are managed through the Change Management Process.	Yes. Any Changes will be communicated to the Customer either through the Change Management Process (which would be the norm) or via the Client Service Manager. Please see responses A1 (section 5) and A2 (section 1).
5.6	L2	Service Level Management	
5.6.1	L3	The Supplier shall provide Services to achieve all required contractual Service Levels and Key Performance Indicators each Service Measurement Period, as specified in Call Off Schedule 3 (<i>Service Levels</i>).	Yes. SLAs and KPIs will continue to be monitored and recorded. Please see primary response B1 (section 1), also A1 (section 10) and A2 (section 3) as examples.
5.6.1.1	L4	The Supplier shall provide accurate supplementary documentation to the Customer Service Management Tooling reporting in support of the achievement of all contractual Service Levels and Key Performance Indicators.	Yes. Reporting elements that cannot be gleaned from TechNow can be provided following further discussions with the Customer on that requirement. Please see response B3.
5.6.1.2	L4	The Supplier shall provide near real-time monitoring of the LAN service, in order to identify an event of breach of security on the Customer's network.	
5.6.2	L3	The Supplier shall resolve any failures to meet the contractual Service Levels and Key Performance Indicators.	Yes. The Supplier will resolve any failures to meet SLAs and KPIs as priority and will work closely with the Customer to ensure a timely resolution.
5.6.3	L5	The Customer will use the Customer Service Management Tooling for the purposes of monitoring and reporting Supplier performance with respect to Incident Management, Request Management, Problem Management and Change Management Service Levels and Key Performance Indicators.	Yes. All incident, request, problem and change data will be held in the Customer's SMT and the Supplier's performance will be visible/extracted via this tool. Please see response B1 (section 2).
5.7	L2	Availability Management	
5.7.1	L3	The Supplier shall demonstrate to the Customer it has an Availability Management process in place prior to the commencement date for the Services for the Local Area Network Service.	Yes. Strict adherence to the Availability Management processes and procedures will continue. BT DWP Programme Availability Management is responsible for supporting the delivery of stable, robust and reliable

			services and maintaining agreed levels of availability.
5.8	L2	Business Continuity and Disaster Recovery	
5.8.1	L3	The Supplier shall comply with the Customer's IT Service Continuity Management Policies and Procedures.	The Supplier unable to confirm whether it can comply with the IT Service Continuity Management Policies and Procedures as these have not been provided. The intent would be to work with the Customer to meet such compliance. See response A1 (Section 7, Managing our Locations – Disaster Recovery and Audits)
5.8.2	L3	The Supplier shall ensure Continuity of Service in the event of a Service Continuity Event.	Yes. Noted that the Supplier will perform the required activities in line with the BCDR plan. See response A1 (Section 7, Managing our Locations – Disaster Recovery and Audits) and Section 7 of the BCDR plan.
5.8.2.1	L4	The Supplier shall perform all required activities in the event that a Service Continuity Event is declared.	Yes. Noted that the Supplier will perform the required activities in line with the BCDR plan. See response A1 (Section 7, Managing our Locations – Disaster Recovery and Audits).
5.8.3	L3	The Supplier shall ensure any and all potential risks and threats to the Local Area Network Service are assessed, notified to the Customer and provide mitigation.	Yes. The Supplier has a risk management methodology the output of which determines mitigation. See response (B4, Section 1).
5.8.3.1	L4	The Supplier shall notify the Customer of any major risks or threats immediately, all others no later than 5 working days.	Yes. The Supplier will notify the Customer of any major risks or threats immediately, and or all others no later than 5 working days See response A1 (Section 8, paragraph 4 and B4, Section 1).
5.8.4	L3	The Supplier shall identify any systems/applications which do not have Disaster Recovery in place and put a mitigation mechanism in place which ensures service continuity.	Yes. The extent of and detail behind BCDR is documented in the BCDR plan and approach summarised in the tender response. See response A1 (Section 7, Managing our Locations – Disaster Recovery and Audits).
5.8.5	L3	The Supplier shall perform IT Service Continuity Tests in accordance with the Customer's IT Service Continuity Test Programme and resolve any issues that are discovered during the Tests.	The Supplier is unable to confirm whether it can comply with the IT Service Continuity Test Programme as this has not been provided. The intent however would be to conduct annual testing of the LAN service and resolve any issues should any be discovered. See response A1 (Section 7,

			Managing our Locations – Disaster Recovery and Audits) and Section 7 of the BCDR plan.
5.8.6	L3	The Contractor shall review, update and maintain their IT Service Continuity Test Plans at least annually.	Yes. The Supplier, as standard, will review all BCDR plans annually Not specifically mentioned in the Supplier's tender response, however, see Section 8 of the BCDR plan.
5.9	L2	Knowledge Management	
5.9.1	L3	The Supplier shall comply with the Customer's Knowledge Management Framework.	Yes. The Supplier's Knowledge Management processes are engineered to deliver our obligations as set out in the Customer's Knowledge Management Framework document. Please our response at B1 (section 3)
5.9.2	L3	The Supplier shall utilise the Customer Service Management Tooling for the management of all Knowledge Articles.	Yes. Knowledge Articles, scripts in the Service Knowledge Management System (SKMS) and the Known Error database will be held on TechNow, to be utilised by the Service Desk as required. Please the Supplier's response at B1 (section 3).
5.9.3	L3	The Supplier shall provide the Customer Service Desk with knowledge articles to enable the Service Desk to performing incident diagnosis.	Yes. Knowledge Articles, scripts in the Service Knowledge Management System (SKMS) and the Known Error database will be held on TechNow, to be utilised by the Service Desk as required. Please the Supplier's response at B1 (section 3)
5.9.4	L3	The Supplier shall ensure that Knowledge Articles are accurate and relevant to enable incident resolution at the earliest point.	Yes. Under the Supplier's Continual Improvement plan, engineers will be incentivised to keep Knowledge Articles up to date, to be utilised by the Service Desk as required. Please the Supplier's response at B1 (section 3).
5.9.4.1	L4	The Supplier shall provide new and updated Knowledge Articles and retire out of date information to ensure the completeness and accuracy of the Knowledge Management Database within the Customer Service Management Tooling.	Yes. A review cycle is in place to ensure the accuracy of the Knowledge articles. Providing accurate fix information will enable incidents to be 'shifted left' and potentially lead to an increase in first contact resolutions. Please the Supplier's response at B1 (section 3).
5.9.5	L3	The Supplier shall provide to the Customer Service Desk any information required to assist the Customer Service Desk in the development, maintenance and continuous improvement of the end-user self-help facility.	Yes. A periodic review can take place at the request of the Customer to ensure any Knowledge Management processes are performing at optimal levels and are simple and effective for the desk to utilise. Please see the Supplier's response at B1 (section 3)

5.9.6	L5	The Customer shall provide Technow familiarisation, and assistance with creating all relevant reports/dashboards aligned to Customer policies and standards, covering all relevant ITIL processes.	
5.10	L2	Financial Management	
5.10.1	L3	The Supplier shall provide Invoices and Billing MI in electronic format as defined by the Customer for upload into the Customer Service Management Toolset.	Yes. The Supplier will produce Glossi invoices and provide Billing MI back up to support bill in excel format. As is provided today. Please see Under question B3 paragraph 3 - Billing Management and Information Reports.
5.10.2	L3	The Supplier shall provide in the format required accurate invoice information and supporting documentation each Service Measurement Period to the Customer for products and services provided.	Yes. The Glossi invoice and Billing MI is provided in the agreed DWP format today and will continue in the same way. Please see Under question B3 paragraph 3 - Billing Management and Information Reports.
5.10.3	L3	The Supplier shall provide information to enable the Customer to be able to account for the money spent, and the associated value, on the creation, delivery and support of IT services across the Customer's services and operational business.	Yes. All Billing MI details the services that they relate to and the volume consumed which will support the DWP in accounting for any invoices paid. This is the same as is provided today. Please see Under question B3 paragraph 3 - Billing Management and Information Reports.
5.10.4	L3	The Supplier shall provide information to enable the Customer to report and accurately forecast financial requirements to meet contracted service commitments.	Yes. Billing MI provides volumes consumed by service type and can be trended over prior SMP 's to enable forecasting to be carried out by the Customer for future SMP periods. Please see Under question B3 paragraph 3 - Billing Management and Information Reports.
5.11	L2	Release and Deployment Management	
5.11.1	L3	The Supplier shall comply with the Customer's Release Management Policies and Procedures.	Yes. A robust Release and Deployment process is in place to ensure full compliance. The Customer will be party to all the stages of the patching regime through the Change Management process. Please see response A1 (section 5).
5.11.2	L3	The Supplier shall minimise the disruption of the service to the business through synchronisation of Releases within packages.	Yes. As part of the planning process, all stakeholders will agree on the best release protocols to provide minimum disruption to the Customer. Please see the response A1 (section 5).
5.11.3	L3	The Supplier shall reduce errors through the controlled release of	Yes. The Supplier's robust patch and release process will increase the

		hardware and software to the Customer Live Environment.	success rate in the releasing of new hardware and software, minimising the disruption of service. Please see the response A1 (section 5).
5.11.4	L3	The Supplier shall undertake risk assessment and assess the business impact of all Changes prior to packaging and delivery to ensure the business benefits of the Changes are realised.	Yes. A risk assessment of all changes following the Forward Schedule of Change will be conducted and all planned releases of patches will follow the Change Management process. Please see the response A1 (section 5).
5.11.5	L3	The Supplier shall build Quality Releases that have been subject to quality control and effective testing.	Yes. The robust Release and Deployment process will contain rigorous testing to ensure quality releases, including in scope testing of code / configuration and reviewing the test output. Please see the response A1 (section 5).
5.11.6	L3	The Supplier shall deliver Releases into the Live Environment in accordance with the relevant Project Plans.	Yes. Release and Deployment management will integrate with documented project plans to ensure a successful live cutover plan and deployment is achieved. Please see the response A1 (section 5).
5.11.7	L3	The Supplier shall assist the Customer in the rapid delivery of change activity by providing a highly flexible and responsive Contractor release management process.	Yes. The Supplier will work with the Customer in response to emergency changes in the event of a high profile and high impact request as part of our change and release process, performing risk assessments and detecting and mitigating threats.
5.11.8	L3	The Supplier will use the Customer's IT Service Management Toolset for governance of Release activity.	Yes. Planned releases scheduled through the "Forward Schedule of Change" will follow the Change Management process and be managed through TechNow. Please see the response A1 (section 5).
6.0	L1	Service Provider Assurance	
6.1	L2	Service and Supplier Quality	
6.1.1	L3	The Supplier shall undertake expert trend analysis to identify issues and drive improvement activities.	Yes. The Customer will utilise the DWP's Customer Satisfaction team to identify issues and perform trend analysis on data gained from the contract. Please see Appendix C.2 - Tender Response Document, section B1.
6.1.2	L3	The Supplier shall undertake trend analysis to identify improvement activities to deliver business benefits in line with business priorities.	Yes. The Supplier will endeavour to receive feedback from the Customer and other partners and use this feedback to improve our services via the monthly Senior Governance Board. Please see Appendix C.2 -

			Tender Response Document, section B1.
6.1.3	L3	The Supplier shall work with the Customer Service Desk to drive continuous improvement in the delivery of Service Requests, Incident resolution, Problem resolution, Change Management and Knowledge Management during the contract Term.	Yes. Continuous Improvement is built into every contract to ensure processes and procedures are kept up to date and are efficient and relevant. Please see Appendix C.2 - Tender Response Document, section B1.
6.1.4	L3	The Supplier shall collaborate with the Customer and other Service Providers to address issues and improve the levels of service provided overall.	Yes. The Supplier will analyse data alongside the Customer, gleaned from surveys of multiple members of this contract, who work for the Customer and its contractors. Please see Appendix C.2 - Tender Response Document, section B1.
7.0	L1	IT Information Security Support	
7.1	L2	Operational Security	
7.1.1	L3	On receipt of security alerts or notices from the Customer, the Supplier shall respond to the Customer detailing: <ul style="list-style-type: none"> (a) actions already taken to mitigate the risk of such alert; (b) actions that will be taken to mitigate the risk of such alert; or (c) reasons why such alert poses no risk to the Customer. 	Yes. Managed as part of the Security Incident Management Process which covers the process for handling Security Incidents, Events and Weaknesses including reporting to the DWP. Please see Appendix C.2 - Tender Response Document, section B1.
7.1.2	L3	Within no more than 2 hours of identifying an incident, the Supplier shall report all suspected Security Incidents to the Customer through the Security Incident Management reporting process. Such incidents occurring outside of Working Hours shall be reported and the Suppliers service operations team will take appropriate action to isolate the affected systems in order to prevent attempts to further compromise the Service and/or any attempts to exfiltrate data. The security incident will be logged within the incident management system and shall be raised to the relevant Suppliers security team via the standard security incident reporting channels the next working day.	Yes. Managed as part of the Security Incident Management Process (MPSA.DWP.00339) which covers the process for handling Security Incidents, Events and Weaknesses including reporting to the DWP. Please see Appendix C.2 - Tender Response Document, section B1.
7.1.3	L3	The Supplier shall take all steps as necessary to contain and investigate all suspected Security Incidents affecting the Supplier in accordance with agreed	Yes. Managed as part of the Security Incident Management Process (MPSA.DWP.00339) which covers the process for handling Security

		Security Incident response procedures. Once such steps have been completed, the Supplier shall provide evidence to the Customer supporting a request for the Security Incident to be formally closed. If the Customer requests additional actions or evidence prior to closure, then such requests must be completed.	Incidents, Events and Weaknesses including reporting to the DWP. Please see Appendix C.2 - Tender Response Document, section B1
7.1.4	L3	The Supplier shall provide all evidence and information as and when requested to the Customer to allow the Customer to draft reports for the Customer detailing the nature, impact and response to Security Incidents.	Yes. Managed as part of the Security Incident Management Process (MPSA.DWP.00339) which covers the process for handling Security Incidents, Events and Weaknesses including reporting to the DWP. Please see Appendix C.2 - Tender Response Document, section B1
7.2	L2	Protective Monitoring Requirements	
7.2.1	L3	The Supplier shall monitor, review and apply all necessary Anti-Virus Software Updates as applicable to its devices and any Customer devices used.	Yes. The management platform will have anti-virus deployed for all Windows hosts. This will be monitored and both the virus engine and data files kept up to date. Please see Appendix C.2 - Tender Response Document, section A1
7.2.2	L3	The Supplier shall monitor the access of the Supplier's staff to the Customer's data.	Yes. Logs of management activity will be sent to a separate log management platform which will be managed by a separate team. Please see Appendix C.2 - Tender Response Document, section A1. Appendix G - Information Security Questionnaire - BT Response 1.5, responses to S03, S32-S34.
7.2.3	L3	The Supplier shall comply with reasonable requests to perform Health Checks and Penetration Tests for all systems, services and applications under the Supplier's control.	Yes. The Supplier will permit all penetration testing where that testing does not impact infrastructure hosting shared services. Penetration testing will be at the Customer's expense. Remediation will be at the Supplier's expense.
7.2.4	L3	The Supplier shall operate firewalls for which the Supplier has responsibility.	Yes. The Supplier will operate all firewalls for which it has responsibility under the terms of this contract. Please see Appendix G - Information Security Questionnaire - BT Response 1.5, responses to S28.
7.3	L2	Forensic Analysis Requirements	
7.3.1	L3	The Supplier shall support forensic investigations by providing all resources and access required by the Customer and any third party appointed	Yes. Managed as part of the Security Incident Management Process (MPSA.DWP.00339), which covers the process for handling Security

		by the Customer to complete the investigation.	Incidents, Events and Weaknesses including reporting to the Customer. Please see Appendix C.2 - Tender Response Document, section B1
7.3.2	L3	Where equipment has been identified as evidence in a forensic investigation, the Supplier shall take steps to physically secure or seize such equipment in such a way as to preserve its integrity in line with best practice.	Yes. Managed as part of the Security Incident Management Process (MPSA.DWP.00339), which covers the process for handling Security Incidents, Events and Weaknesses including reporting to the DWP. Please see Appendix C.2 - Tender Response Document, section B1
7.4	L2	Security Assurance	
7.4.1	L3	The Supplier shall adhere to the Customer Security Policies, Standards and Processes as defined in this Call-Off Schedule 9 (Call-Off Specification).	Yes. This will be managed under the existing BT DWP ISO 27001 ISMS which is externally audited and certified by LRQA, an independent third-party. Certificate reference is LRQ4004193. Please see Appendix G - Information Security Questionnaire - BT Response 1.5, responses to S26.
7.4.2	L3	The Supplier shall attain and maintain Security Assurance for all systems, services and applications under the Supplier's control.	Yes. This will be managed under the existing BT DWP ISO 27001 ISMS which is externally audited and certified by LRQA, an independent third-party. Certificate reference is LRQ4004193. Please see Appendix G - Information Security Questionnaire - BT Response 1.5, responses to S26.
7.4.3	L3	The Supplier shall provide necessary input and advice to the Customer Service Desk in undertaking Security audits.	Yes. The Supplier will comply with any reasonable requests for undertaking security audits. Please see Appendix G - Information Security Questionnaire - BT Response 1.5, responses to S26.
7.5	L2	Security Risk Management	
7.5.1	L3	The Supplier shall take steps to identify all security risks affecting the Customer relating to the Supplier's service and create and maintain a register of all such risks. Such risk register must align with the key principles of the Customer Risk Management Framework. Detailed information about all such risks must be reported to the Customer on a schedule decided by the Customer. This information in such risk register must include but not be limited to: (a) details of the nature of each risk; (b) details of the source of each risk; (c) the owner of each risk;	Yes. As confirmed in clarification question 97, the Supplier will work with the Customer to help identify, accurately assess and mitigate Customer security risks. These will be managed in their Metric Stream tool with input/consultancy from the Supplier.

		<p>(d) a categorisation of each risk aligned with security controls that adhere to CESG IA Policy Portfolio requirements;</p> <p>(e) an assessment of the severity of each risk to the Customer;</p> <p>(f) remedial actions and timescales that will be taken to mitigate each risk;</p> <p>(g) the status of such remedial actions; and</p> <p>(h) an assessment of the severity of the residual risk to the Customer once remedial actions are complete.</p>	
7.5.2	L3	<p>The Supplier shall support the Customer's analysis of reported security risks by providing additional information, as and when requested, including but not limited to:</p> <p>(a) information to inform the Customer's current and residual risk analysis; and</p> <p>(b) information to help Customer to assess the viability and cost of potential remedial actions.</p> <p>Such information must be complete and accurate.</p>	<p>Yes. As confirmed in clarification question 97, the Supplier will work with the Customer to help identify, accurately assess and mitigate the Customer security risks. These will be managed in their Metric Stream tool with input/consultancy from the Supplier.</p>
7.5.3	L3	<p>Following the identification of any security risk affecting the Customer relating to the Supplier's service, the Supplier shall inform the Customer of such risk and proposed remedial actions. If agreed by the Customer, the Supplier shall take steps to implement the resolution of the security risk in question.</p>	<p>Yes. As confirmed in clarification question 97, the Supplier will work with the Customer to help identify, accurately assess and mitigate Customer security risks. These will be managed in their Metric Stream tool with input/consultancy from the Supplier.</p>
7.6	L2	Security Obligation Compliance	
7.6.1	L3	<p>The Supplier shall provide evidence to the Customer on a scheduled basis to demonstrate compliance to all security contractual obligations with which the Supplier must comply.</p>	<p>Yes. This will be managed under the existing BT DWP ISO 27001 ISMS, which is externally audited and certified by LRQA, an independent third-party. Certificate reference is LRQ4004193.</p>
7.6.2	L3	<p>As and when a non-compliance is identified, the Supplier shall create a corrective action plan to address such non-compliance and send the corrective action plan to the Customer for approval. Such corrective action plan must include but not be limited to:</p> <p>(a) actions to be taken to rectify the non-compliance;</p> <p>(b) timescales for such actions; and</p>	<p>Yes. This will be managed under the existing BT DWP ISO 27001 ISMS which is externally audited and certified by LRQA, an independent third-party. Certificate reference is LRQ4004193.</p>

	(c) owners of such actions.	
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Annex A – Customers Security Policies, Standards and Processes

The Customer Policy Acceptable Use	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/839545/dwp-acceptable-use-policy.pdf
Government Security Classifications	https://www.gov.uk/government/publications/government-security-classifications .
The Customer Information Security Policy	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/720170/dwp-information-security-policy.pdf
The Customer Physical Security Policy	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/839546/dwp-physical-security-policy.pdf
Security standard SS-014: Security Incident Management	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/694880/dwp-ss014-security-standard-security-incident-management.pdf
Security Standard – Network Security Design (SS-018)	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/793746/dwp-ss018-security-standard-network-security-design.pdf

CALL OFF SCHEDULE 10 (FINANCIAL DIFFICULTIES)

1. DEFINITIONS

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

“Credit Rating Threshold” the minimum credit rating level for the Monitored Company as set out in Annex 2

"Financial Distress Event" 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 Sub-Contractor (where applicable) notifying the Customer 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 (subject to a de-minimis threshold of £50m (fifty million pounds):
 - 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 cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which the Customer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued

	performance of any Contract and delivery of the Services in accordance with any Call-off Contract;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with each Call-Off Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	the Supplier, any Call-Off Guarantor or any Key Sub-Contractor;
"Rating Agencies"	the rating agencies listed in Annex 1.

2. WHEN THIS SCHEDULE APPLIES

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive
 - 2.2.1 under the Call-Off Contract until the termination or Expiry Date of the Call-Off Contract.

3. WHAT HAPPENS WHEN YOUR CREDIT RATING CHANGES

- 3.1 The Supplier warrants and represents to the Customer that as at the Call Off Commencement Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Customer in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 If there is any downgrade credit rating issued by any Rating Agency for either the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide the Customer within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by the Customer (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company be as at the end of each Contract Year or such other date as may be requested by the Customer. 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 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 Company; and
- D is the value at the relevant date of the current liabilities of the Monitored Company.

3.4 The Supplier shall:

- 3.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) the Customer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

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

4. WHAT HAPPENS IF THERE IS A FINANCIAL DISTRESS EVENT

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Customer 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 the Customer shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 In the event that a Financial Distress Event arises due to a Key Sub-Contractor notifying the Customer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Customer shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

- 4.2.1 rectify such late or non-payment; or
- 4.2.2 demonstrate to the Customer's reasonable satisfaction that there is a valid reason for late or non-payment.

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

- 4.3.1 at the request of the Customer meet the Customer 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 the Call Off Contract and delivery of the Deliverables in accordance the Call-Off Contract; and
- 4.3.2 where the Customer 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 the Call Off Contract and delivery of the Services in accordance with the Call-Off Contract:

- (a) submit to the Customer 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
 - (b) provide such financial information relating to the Monitored Company as the Customer may reasonably require.
- 4.4 If the Customer 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 the Customer or referred to the Dispute Resolution Procedure.
- 4.5 If the Customer 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.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by the Customer, the Supplier shall:
 - 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to the Customer for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Customer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

5. WHEN CAN THE CUSTOMER TERMINATE FOR FINANCIAL DISTRESS

- 5.1 The Customer shall be entitled to terminate this Call Off Contract for material Default if:
 - 5.1.1 the Supplier fails to notify the Customer of a Financial Distress Event in accordance with Paragraph 3.4; and/or

- 5.1.2 The Customer and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. WHAT HAPPENS IF YOUR CREDIT RATING IS STILL GOOD

- 6.1 Without prejudice to the Supplier's obligations and the Customer's' rights and remedies under Paragraph 4, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - 6.1.2 The Customer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph (b).

ANNEX 1: RATING AGENCIES

Rating Agency 1: Moody's

Rating Agency 2: Standard and Poors

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)	Credit Rating Threshold
Supplier	REDACTED UNDER FOI ACT 40 (2)	REDACTED UNDER FOI ACT 40 (2)

CALL-OFF SCHEDULE 11 (INSTALLATION WORKS)

1. When this Schedule should be used

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of the Services requiring installation by the Supplier.

2. How things must be installed

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Customer in writing. Within 15 Working Days of receipt of such notice, the Customer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
 - 2.1.1. accept the Installation Works, or
 - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Customer's reasonable opinion, the Installation Works do not meet the requirements set out in the Implementation Plan (as set out in Appendix K).
- 2.2. If the Customer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall within fifteen (15) Working Days of the Customer notifying the Supplier that it rejects the Installation Works, or such other time period agreed by the Parties rectify or remedy any defects and if, in the Customer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Implementation Plan (as set out in Appendix K) , the Customer may terminate this Call Off Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Customer in accordance with Paragraph 2.1.1. Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2, the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Call Off Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Customer of the Installation Works.
- 2.4. Throughout the Call Off Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

CALL OFF SCHEDULE A1: TESTING

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Component"	means any constituent parts of the Services, bespoke or COTS, hardware or software;
"COTS"	means commercially available off the shelf software, being software that is commonly used and is provided in a standard form and on standard licence terms which are not typically negotiated by the licensor;
"Material Test Issue"	means a Test Issue of Severity Level 1 or Severity Level 2;
"Severity Level"	means the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Certificate"	means a certificate materially in the form of the document contained in Annex 2 issued by the Customer when a Deliverable has satisfied its relevant Test Success Criteria;
"Test Issue Threshold"	means, 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 Testing Strategy Plan;
"Test Issue Management Log"	means a log for the recording of Test Issues as described further in paragraph 10.1 of this Call Off Schedule;
"Test Reports"	means the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in paragraph 7 of this Call Off Schedule;
"Test Strategy"	means a strategy for the conduct of Testing as described further in paragraph 5 of this Call Off Schedule;
"Test Success Criteria"	means, in relation to a Test, the test success criteria for that Test as referred to in paragraph 7 of this Call Off Schedule;
"Test Witness"	means any person appointed by the Customer pursuant to paragraph 11 of this Call Off Schedule; and
"Testing Procedures"	means the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. INTRODUCTION

2.1 This Call Off Schedule (Testing) sets out the approach to Testing and the different Testing activities to be undertaken, including the preparation and agreement of the Test Strategy and Testing Strategy Plans.

3. RISK

3.1 The issue of a Test Certificate, a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

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

3.1.2 affect the Customer's right subsequently to reject:

(a) all or any element of the Deliverables to which a Test Certificate relates; or

(b) any Milestone to which the Satisfaction Certificate relates.

3.2 Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that:

3.2.1 the Services are implemented in accordance with this Call Off Contract; and

3.2.2 each Service Level is met.

4. TESTING OVERVIEW

4.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Testing Strategy Plans.

4.2 The Supplier shall not submit any Deliverable for Testing:

4.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

4.2.2 until the Customer has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and

4.2.3 until the Parties have agreed the Testing Strategy Plan and the Test Specification relating to the relevant Deliverable(s).

4.3 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.

4.4 Prior to the issue of a Test Certificate, the Customer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

4.5 Any Disputes between the Supplier and the Customer regarding this Testing shall be referred to the Dispute Resolution Procedure.

5. TEST STRATEGY

5.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Call Off Commencement Date but in any case, no later than twenty (20) Working Days (or such other period as the Parties may agree) after the Call Off Commencement Date.

5.2 The final Test Strategy shall include:

5.2.1 an overview of how Testing will be conducted in accordance with the Implementation Plan;

5.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;

- 5.2.3 the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure for the resolution of Test Issues;
- 5.2.4 the procedure to be followed to sign off each Test;
- 5.2.5 the process for the production and maintenance of Test Reports, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues
- 5.2.6 the names and contact details of the Customer's and the Supplier's Test representatives;
- 5.2.7 a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Customer and/or third party involvement in the conduct of the Tests;
- 5.2.8 the technical environments required to support the Tests; and
- 5.2.9 the procedure for managing the configuration of the Test environments.

6. TESTING STRATEGY PLANS

6.1 The Supplier shall develop Testing Strategy Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise) prior to the start date for the relevant Testing as specified in the Implementation Plan.

6.2 Each Testing Strategy Plan shall include as a minimum:

- 6.2.1 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;
- 6.2.2 a detailed procedure for the Tests to be carried out, including:
 - (a) the relevant Test Issue Thresholds;
 - (b) the timetable for the Tests including start and end dates;
 - (c) the Testing mechanism;
 - (d) dates and methods by which the Customer can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
 - (e) the mechanism for ensuring the quality, completeness and relevance of the Tests;
 - (f) the format and an example of Test progress reports and the process with which the Customer accesses daily Test schedules;
 - (g) the process which the Customer will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;
 - (h) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
 - (i) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

6.3 The Customer shall not unreasonably withhold or delay its Approval of the Testing Strategy Plans provided that the Supplier shall implement any reasonable requirements of the Customer in the Testing Strategy Plans.

7. TEST SUCCESS CRITERIA

7.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Testing Strategy Plan pursuant to paragraph 6 of this Call Off Schedule.

8. TEST SPECIFICATION

8.1 Following approval of a Testing Strategy 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 (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start of the relevant Testing (as specified in the Implementation Plan).

8.2 Each Test Specification shall include as a minimum:

- 8.2.1 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 Customer and the extent to which it is equivalent to live operational data;
- 8.2.2 a plan to make the resources available for Testing;
- 8.2.3 Test scripts;
- 8.2.4 Test pre-requisites and the mechanism for measuring them; and
- 8.2.5 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.

9. TESTING

9.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

9.2 The Supplier shall manage the progress of Testing in accordance with the relevant Testing Strategy 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 11 of this Call Off Schedule.

9.3 The Supplier shall notify the Customer at least 10 Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Customer shall ensure that the Test Witnesses attend the Tests, except where the Customer has specified in writing that such attendance is not necessary.

9.4 The Customer may raise and close Test Issues during the Test witnessing process.

9.5 The Supplier shall provide to the Customer in relation to each Test:

- 9.5.1 a draft Test Report not less than 2 Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and

- 9.5.2 the final Test Report within 5 Working Days (or such other period as the Parties may agree in writing) of completion of Testing.
- 9.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
 - 9.6.1 an overview of the Testing conducted;
 - 9.6.2 identification of the relevant Test Success Criteria that have been satisfied;
 - 9.6.3 identification of the relevant Test Success Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;
 - 9.6.4 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 9.6.5 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 10.1 of this Call Off Schedule; and
 - 9.6.6 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 9.7 When the Supplier has completed a Milestone, it shall submit any Deliverables relating to that Milestone for Testing.
- 9.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Customer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 9.9 If the Supplier successfully completes the requisite Tests, the Customer 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 Services are provided in accordance with this Call Off Contract.

10. TEST ISSUES

- 10.1 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.
- 10.2 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 Customer upon request.
- 10.3 The Customer 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.

11. TEST WITNESSING

- 11.1 The Customer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Customer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 11.2 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.
- 11.3 The Test Witnesses:
- 11.3.1 shall actively review the Test documentation;
 - 11.3.2 will attend and engage in the performance of the Tests on behalf of the Customer so as to enable the Customer 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;
 - 11.3.3 shall not be involved in the execution of any Test;
 - 11.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Testing Strategy Plan and Test Specification;
 - 11.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Customer to assess whether the Tests have been Achieved;
 - 11.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
 - 11.3.7 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

12. TEST QUALITY AUDIT

- 12.1 Without prejudice to its rights pursuant to Clause 14 of this Call Off Contract (Records, Audit Access and Open Book Data), the Customer or an agent or contractor appointed by the Customer 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.
- 12.2 The focus of the Testing Quality Audits shall be on:
- 12.2.1 adherence to an agreed methodology;
 - 12.2.2 adherence to the agreed Testing process;
 - 12.2.3 adherence to the Quality Plan;
 - 12.2.4 review of status and key development issues; and
 - 12.2.5 identification of key risk areas.
- 12.3 The Supplier shall allow sufficient time in the Testing Strategy Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 12.4 The Customer will give the Supplier at least 5 Working Days' written notice of the Customer's intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Supplier's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Customer will materially and adversely impact the Implementation Plan.

- 12.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken pursuant to this Call Off Schedule, the Customer witnessing Tests and demonstrations of the Deliverables to the Customer. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Customer on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Customer to enable it to carry out the Testing Quality Audit.
- 12.6 If the Testing Quality Audit gives the Customer concern in respect of the Testing Procedures or any Test, the Customer shall:
- 12.6.1 discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and
 - 12.6.2 subsequently prepare a written report for the Supplier detailing its concerns,
- and the Supplier shall, within a reasonable timeframe, respond in writing to the Customer's report.
- 12.7 In the event of an inadequate response to the written report from the Supplier, the Customer (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Satisfaction Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Customer.

13. OUTCOME OF TESTING

- 13.1 The Customer will issue a Test Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 13.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Customer shall notify the Supplier and:
- 13.2.1 the Customer may issue a Test Certificate conditional upon the remediation of the Test Issues;
 - 13.2.2 where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Customer may extend the Testing Strategy 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
 - 13.2.3 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 Customer's other rights and remedies, such failure shall constitute a material Default.
- 13.3 The Customer shall be entitled, without prejudice to any other rights and remedies that it has under this Call Off 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.

14. ISSUE OF SATISFACTION CERTIFICATE

- 14.1 The Customer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:

- 14.1.1 the issuing by the Customer of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 14.1.2 performance by the Supplier to the reasonable satisfaction of the Customer of any other tasks identified in the Implementation Plan as associated with that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation).
- 14.2 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 Call Off Schedule 2 (Call Off Contract Charging, Payment and Invoicing).
- 14.3 If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out:
 - 14.3.1 the applicable Test Issues; and
 - 14.3.2 any other reasons for the relevant Milestone not being Achieved.
- 14.4 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Customer shall issue a Satisfaction Certificate.
- 14.5 If there is one or more Material Test Issue(s), the Customer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Customer's other rights and remedies, such failure shall constitute a material Default.
- 14.6 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Customer 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:
 - 14.6.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Customer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Customer within 10 Working Days of receipt of the Customer's report pursuant to paragraph 13.3 of this Call Off Schedule); and
 - 14.6.2 where the Customer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

ANNEX 1: TEST ISSUES – SEVERITY LEVELS

15. SEVERITY 1 ERROR

- 15.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, or data loss.

16. SEVERITY 2 ERROR

- 16.1 This is an error for which, as reasonably determined by the Customer, there is no practicable workaround available, and which:

16.1.1 causes a Component to become unusable;

16.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or

16.1.3 has an adverse impact on any other Component(s) or any other area of the Services;

17. SEVERITY 3 ERROR

- 17.1 This is an error which:

17.1.1 causes a Component to become unusable;

17.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

17.1.3 has an impact on any other Component(s) or any other area of the Services;

but for which, as reasonably determined by the Customer, there is a practicable workaround available;

18. SEVERITY 4 ERROR

- 18.1 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 Services; and

19. SEVERITY 5 ERROR

- 19.1 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 Services.

ANNEX 2: TEST CERTIFICATE

To: [insert name of Supplier]

From: [insert name of Customer]

[insert Date dd/mm/yyyy]

Dear Sirs,

TEST CERTIFICATE

Deliverables:

[Guidance Note to Customer: Insert description of the relevant Deliverables/Milestones]

We refer to the agreement ("**Call Off Contract**") relating to the provision of the Services between the [insert Customer name] ("**Customer**") and [insert Supplier name] ("**Supplier**") dated [insert Call Off Commencement Date dd/mm/yyyy].

The definitions for terms capitalised in this certificate are set out in this Call Off Contract.

[We confirm that all of Deliverables listed above have been tested successfully in accordance with the Testing Strategy Plan relevant to those Deliverables.]

[OR]

[This Test Certificate is issued pursuant to paragraph 13.1 of Call Off Schedule A1 (Testing) of this Call Off Contract on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]*

[*Guidance Note: delete as appropriate]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

ANNEX 3: SATISFACTION CERTIFICATE

To: [insert name of Supplier]

From: [insert name of Customer]

[insert Date dd/mm/yyyy]

Dear Sirs,

SATISFACTION CERTIFICATE

Milestone:

[Guidance Note to Customer: Insert description of the relevant Milestones]

We refer to the agreement ("**Call Off Contract**") relating to the provision of the Services between the [insert Customer name] ("**Customer**") and [insert Supplier name] ("**Supplier**") dated [insert Call Off Commencement Date dd/mm/yyyy].

The definitions for terms capitalised in this certificate are set out in this Call Off Contract.

[We confirm that all the Deliverables relating to Milestone [number] have been tested successfully in accordance with the Testing Strategy Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]*

[OR]

[This Satisfaction Certificate is granted pursuant to paragraph 13.1 of Call Off Schedule A1 (Testing) of this Call Off Contract 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 the provisions of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing)]*

[*Guidance Note: delete as appropriate]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

CALL OFF SCHEDULE A3: STAFF TRANSFER

1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

“Admission Agreement”	The agreement to be entered into by which the supplier agrees to participate in the Schemes as amended from time to time;
“Eligible Employee”	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
“Eligible Redundant Employee”	means a Transferring Former Supplier Employee who is compulsorily dismissed (or dismissed by agreement, where that proposed dismissal has been agreed as a redundancy in advance by the Customer) by the Supplier by reason of redundancy (as such term is defined in section 139 of the Employment Rights Act 1996) as a result of an economic technical organisational reason entailing changes to the workforce and the Supplier has (save where a settlement agreement with the relevant employee has been reached) followed a fair dismissal procedure and complied with all contractual and legislative requirements;
“Fair Deal Employees”	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;
“Former Supplier”	a supplier supplying services to the Customer 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 sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
“New Fair Deal”	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013;
“Notified Sub-contractor”	a Sub-Contractor identified in the Annex to this Schedule to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
“Redundancy Costs”	means, in respect of each Eligible Redundant Employee: (a) statutory redundancy pay entitlement (calculated in accordance with Part XI of the Employment Rights Act 1996)

	<ul style="list-style-type: none"> (b) contractual redundancy pay entitlement to which the Eligible Redundant Employee was entitled to immediately prior to the transfer to the Supplier via a Relevant Transfer on the Relevant Transfer Date to the extent it exceeds the statutory redundancy pay entitlement, and (c) contractual payment in lieu of notice entitlement in respect of any notice to which the Eligible Redundant Employee was entitled to immediately prior to the transfer to the Supplier via a Relevant Transfer Date where it is not reasonably practicable for that employee to continue in employment during their period of notice.
“Replacement Sub-contractor”	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
“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;
“Schemes”	the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Supplier by the Minister for the Cabinet Office);
“Service Transfer”	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
“Service Transfer Date”	the date of a Service Transfer;
“Staffing Information”	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement and gender; (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 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 Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;
“Supplier's Provisional Supplier Personnel List”	a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly 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;
“Transferring Customer Employees”	those employees of the Customer 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; and
“Transferring Supplier Employees”	those employees of the Supplier and/or the Supplier’s Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

2. INTERPRETATION

2.1 Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

PART A

TRANSFERRING CUSTOMER EMPLOYEES AT COMMENCEMENT OF SERVICES

[NOT USED]

PART B

**TRANSFERRING FORMER SUPPLIER EMPLOYEES AT THE
COMMENCEMENT OF SERVICES**

1. RELEVANT TRANSFERS

1.1 The Customer and the Supplier agree that:

- (a) 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
- (b) 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 Notified Sub-Contractor and each such Transferring Former Supplier Employee.

1.2 The Customer 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 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 Customer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. FORMER SUPPLIER INDEMNITIES

2.1 Subject to Paragraph 2.2 the Customer shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- 2.1.1 any act or omission by the Former Supplier 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 Notified Sub-contractor 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 Notified Sub-Contractor as appropriate may be liable by virtue of this Call Off 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 liability arises from the failure by the Customer, Supplier or any Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Customer as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer 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 Notified Sub-Contractor pursuant to the Employment Regulations, and/or claims that his/her employment would have so transferred had he/she not resigned, then:
- 2.3.1 the Customer or the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 7 Working Days of becoming aware of that fact, give notice in writing to the Former Supplier; and
- 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 21 Working Days of the notification by the Customer, the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 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, the Customer and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 21 Working Day period specified 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 Customer, Supplier and/or any Notified Sub-Contractor may within 7 Working Days, or within such further period as is reasonably required in order for the Supplier to act in accordance with all applicable proper employment procedures set out in Law, give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Customer, Supplier and/or any Notified Sub-Contractor 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, the Customer shall procure that the Former Supplier indemnifies the Customer, Supplier and/or any Notified Sub-Contractor (as appropriate) against:
- 2.6.1 all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.5 provided that the Customer and the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities;
- 2.6.2 any direct employment costs (if any) associated with the employment of such person by the Customer or the Supplier up to the date of termination of such person's employment.
- 2.6.3 if such person is neither re-employed by the Former Supplier nor dismissed by the Supplier or the Customer within the timescales set out in Paragraph 2.3 above, such person shall be treated as a Transferring Former Supplier Employee.
- 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 Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor 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 Customer, Supplier and/or any Notified Sub-Contractor (as appropriate) to the Former Supplier, within 6 months of the Call Off Commencement Date.

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

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Customer and/or the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

- 3.1.1 any act or omission by the Supplier or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractor (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 Sub-Contractor 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 Customer 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 Sub-Contractor, 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 Sub-Contractor 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; and
- 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 Sub-Contractor 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.

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 Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment

Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions 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

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

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer 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 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
- 5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- 5.1.4 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. PROCUREMENT OBLIGATIONS

6.1 Notwithstanding any other provisions of this Part B, where in this Part B the Customer 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 Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer 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 Sub-Contractor shall, comply with the pensions provisions in the following Annex in respect of any Transferring Former Supplier Employees who transfer from the Former Supplier to the Supplier.

8. THIRD PARTY RIGHTS

8.1 The Contracts (Right of Third Parties) Act 1999 ("CRiTPA") shall apply to Paragraph 3 to the extent necessary that any employee representatives and/or any Former Supplier shall have the right to enforce the rights, obligations owed to and/or indemnities given to them by the Supplier under that Paragraph in their own right pursuant to clause 1(1) of CRiTPA.

9. REDUNDANCY COSTS

9.1 Subject to the provisions of this Paragraph 9, the Customer shall pay to the Supplier Redundancy Costs incurred by the Supplier in relation to any Eligible Redundant Employee within thirty (30) days after receipt of a written demand from the Supplier for such amount subject to the Supplier having provided sufficient information to the Customer, and the Customer having verified in accordance with Paragraph 9.4 below.

9.2 The obligation to pay any Redundancy Costs set out in Paragraph 9.1 above shall not apply in relation to any Eligible Redundant Employee(s) made redundant either:

9.2.1 where the relevant Eligible Redundant Employee is identified more than 30 calendar days after the date of the Relevant Transfer Date; (for the avoidance of doubt, 'identified' in this clause shall mean where the Supplier has notified the Customer that the individual in question has been identified as being at risk of redundancy subject to any applicable redundancy consultation procedures and it shall not mean that a decision needs to have been taken that the individual will be made redundant); or

9.2.2 Not Used

9.2.3 Not Used

9.2.4 where the relevant Eligible Redundant Employee's effective date of termination of employment is not within the 12 month period immediately following the Relevant Transfer Date.

9.3 The Supplier shall use reasonable endeavours to:

9.3.1 redeploy any prospective Eligible Redundant Employees within the Supplier; and

9.3.2 mitigate the Redundancy Costs.

9.4 The Supplier shall provide within 30 calendar days after any request by the Customer:

9.4.1 such documents or information as the Customer may reasonably require to verify the Redundancy Costs claimed by the Supplier; and

9.4.2 information and relevant supporting documents to explain the process followed by Supplier in compliance with its obligations under Paragraph 9.3 above, in each case prior to any payment under Paragraph 9.1 above.

9.5 The Customer shall confirm whether it accepts the information provided under Paragraph 9.4 above within 30 calendar days of receipt and whether or not it accepts the Redundancy Costs. If there is a dispute, the Customer shall comply with the Dispute Resolution Procedure set out in Clause 34 of the Call Off Contract.

9.6 The Supplier shall be liable for all costs and liabilities arising out of the redundancies save for any Redundancy Costs payable in accordance with the provisions of this Paragraph 9.

- 9.7 If any Eligible Redundant Employee is made compulsorily redundant by the Supplier but is subsequently re-employed by the Supplier or any affiliate of the Supplier within 12 months of the date such Eligible Redundant Employee's employment by the Supplier terminates, the Supplier shall repay the Customer any payment made by the Customer to the Supplier pursuant to this Paragraph within 30 days of such re-employment commencing.
- 9.8 The Customer's aggregate liability for any Redundancy Costs payable in accordance with Paragraph 9.2 above shall be limited to £250,000 in total and the Customer shall have no liability for any Redundancy Costs incurred by the Supplier in relation to any Eligible Redundant Employee in excess of such amount.

ANNEX TO PART B- PENSIONS

1. PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

- 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
- 1.2.2 agree that the Customer is entitled to make arrangements with the body responsible for the Schemes for the Customer to be notified if the Supplier breaches the Admission Agreement;
- 1.2.3 notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches the Admission Agreement; and
- 1.2.4 agree that the Customer may terminate this Call Off Contract for material default in the event that the Supplier breaches the Admission Agreement.

1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes.

2. FUTURE SERVICE BENEFITS

2.1 If the Supplier is re-joining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes at the relevant date.

2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

3. FUNDING

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

4. PROVISION OF INFORMATION

4.1 The Supplier and the Customer respectively undertake to each other:

- (a) to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- (b) not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

5. INDEMNITY

5.1 The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

6. EMPLOYER OBLIGATION

6.1 The Supplier shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005.

7. SUBSEQUENT TRANSFERS

7.1 The Supplier shall:

- (a) not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the date of the relevant future transfer;
- (b) provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and
- (c) for the period either

- (i) after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or
- (ii) after the date which is two (2) years prior to the date of expiry of this Call Off Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

PART C

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

[NOT USED]

PART D

EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

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

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

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

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:

- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

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

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

1.5 From the date of the earliest event referred to in Paragraphs 17.1.1 to 17.1.3, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):

- 1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- 1.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);

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

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

1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services; and
- 1.6.3 a description of the nature of the work undertaken by each employee by location.

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

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

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Call Off Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including 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 ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

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

to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

2.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within 15 Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Customer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

2.7.1 no such offer of employment has been made;

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

the Customer shall advise the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate, that it may within 5 Working Days or within such further period as is reasonably required in order for the Replacement Supplier and/or Replacement Sub-Contractor to act in accordance with all applicable proper employment procedures set out in Law, give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

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

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

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or

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

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

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-Contractor shall comply with such obligations as may be imposed upon it under applicable Law.

2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.11.1 the Supplier and/or any Sub-Contractor; and

2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

2.12 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and any Replacement Supplier and/or Replacement Sub-Contractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Customer shall procure that the Replacement Supplier and/or Replacement Sub-Contractor, shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Customer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its Sub-Contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:

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

- (b) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier

and/or Replacement Sub-Contractor is contractually bound to honour;

- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (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 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;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-

Contractor in relation to obligations under regulation 13 of the Employment Regulations.

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

ANNEX: LIST OF NOTIFIED SUB-CONTRACTORS

REDACTED UNDER FOI ACT 43(2)

CALL OFF SCHEDULE A4: EXIT MANAGEMENT

1. DEFINITIONS

1.1 In this Call Off Schedule, the following definitions shall apply:

"Exclusive Assets"	means those Supplier Assets used by the Supplier or a Key Sub-Contractor which are used exclusively in the provision of the Services;
"Exit Information"	has the meaning given to it in paragraph 4.1 of this Call Off Schedule;
"Exit Manager"	means the person appointed by each Party pursuant to paragraph 3.4 of this Call Off Schedule for managing the Parties' respective obligations under this Call Off Schedule;
"Net Book Value"	means the net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Customer of even date with this Call Off Contract;
"Non-Exclusive Assets"	means those Supplier Assets (if any) which are used by the Supplier or a Key Sub-Contractor in connection with the Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
"Registers"	means the register and configuration database referred to in paragraphs 3.1.1 and 3.1.2 of this Call Off Schedule;
"Termination Assistance"	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Customer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in paragraph 6.1 of this Call Off Schedule;
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to paragraph 6.2 of this Call Off Schedule;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Customer;
"Transferable Contracts"	means the Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Customer or any Replacement Supplier to perform the Services or the Replacement Services,

	including in relation to licences all relevant Documentation;
“Transferring Assets”	has the meaning given to it in paragraph 9.2.1 of this Call Off Schedule;
"Transferring Contracts"	has the meaning given to it in paragraph 9.2.3 of this Call Off Schedule.

2. INTRODUCTION

2.1 This Call Off Schedule describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the Call Off Expiry Date and the transfer of service provision to the Customer and/or a Replacement Supplier.

2.2 The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Services from the Supplier to the Customer and/or a Replacement Supplier at the Call Off Expiry Date.

3. OBLIGATIONS DURING THE CALL OFF CONTRACT PERIOD TO FACILITATE EXIT

3.1 During the Call Off Contract Period, the Supplier shall:

3.1.1 create and maintain a Register of all:

- (a) Supplier Assets, detailing their:
 - (i) make, model and asset number;
 - (ii) ownership and status as either Exclusive Assets or Non-Exclusive Assets;
 - (iii) Net Book Value;
 - (iv) condition and physical location; and
 - (v) use (including technical specifications); and
- (b) Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;

3.1.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Customer and/or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

3.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and

3.1.4 at all times keep the Registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Services.

3.2 The Supplier shall:

- 3.2.1 procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Call Off Contract; and
 - 3.2.2 (unless otherwise agreed by the Customer in writing) procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Customer to the Customer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.
- 3.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in paragraph 3.2.2 of this Call Off Schedule which the Supplier proposes to enter into after the Call Off Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of Services to which the relevant agreement relates.
- 3.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Call Off Schedule and provide written notification of such appointment to the other Party within three (3) months of the Call Off Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Call Off Schedule. The Supplier shall ensure that its Exit Manager has the requisite Authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Call Off Schedule. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Call Off Contract and all matters connected with this Call Off Schedule and each Party's compliance with it.

4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

- 4.1 On reasonable notice at any point during the Call Off Contract Period, the Supplier shall provide to the Customer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings containing terms no less stringent than those placed on the Parties under Clause 23.3 of the Call Off Contract), the following material and information in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
- 4.1.1 details of the Service(s);
 - 4.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;
 - 4.1.3 an inventory of Customer Data in the Supplier's possession or control;
 - 4.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation in connection with the direct and exclusive provision of the Services under this Call Off Contract only;
 - 4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Services under this Call Off Contract only;

4.1.6 all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Call Off Contract; and

4.1.7 such other material and information as the Customer shall reasonably require,

(together, the "Exit Information").

4.2 The Supplier acknowledges that the Customer may need to request to disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this paragraph 4.2 of this Call Off Schedule disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs). The Customer shall not disclose the Supplier's Confidential Information for the purposes of this Paragraph 4.2 without the prior written consent of the Supplier, which is not to be unreasonably withheld.

4.3 The Supplier shall:

4.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Services and shall consult with the Customer regarding such proposed material changes; and

4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.

4.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than four (4) updates in any six (6) month period.

4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

4.5.1 prepare an informed offer for those Services; and

4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

5. EXIT PLAN

5.1 The Supplier shall, within three (3) months after the Call Off Commencement Date, deliver to the Customer an Exit Plan which:

5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;

5.1.2 complies with the requirements set out in paragraph 5.3 of this Call Off Schedule;

5.1.3 is otherwise reasonably satisfactory to the Customer.

5.2 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 its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

5.3 Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:

- 5.3.1 how the Exit Information is obtained;
- 5.3.2 the management structure to be employed during both transfer and cessation of the Services;
- 5.3.3 the management structure to be employed during the Termination Assistance Period;
- 5.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
- 5.3.5 how the Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
- 5.3.6 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon the Call Off Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Services will be available for such transfer);
- 5.3.7 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Services following the Call Off Expiry Date charged at rates agreed between the Parties at that time;
- 5.3.8 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
 - (a) used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
 - (b) relating to the use and operation of the Services;
- 5.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Services;
- 5.3.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
- 5.3.11 proposals for the disposal of any redundant Services and materials;
- 5.3.12 procedures to deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Call Off Schedule A3 (Staff Transfer);
- 5.3.13 how each of the issues set out in this Call Off Schedule will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period; and

5.3.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Services.

6. TERMINATION ASSISTANCE

6.1 The Customer shall be entitled to require the provision of Termination Assistance at any time during the Call Off Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) months prior to the Call Off 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:

6.1.1 the date from which Termination Assistance is required;

6.1.2 the nature of the Termination Assistance required; and

6.1.3 the period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) months after the date that the Supplier ceases to provide the Services.

6.2 The Customer shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the Supplier ceases to provide the Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect.

7. TERMINATION ASSISTANCE PERIOD

7.1 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:

7.1.1 if required by the Customer continue to provide the Services (as applicable and providing always that the Supplier shall not be obliged to continue providing the Services where there has already been a Relevant Transfer of employees assigned to those Services from the Supplier to the Customer or any Replacement Supplier) and, if required by the Customer pursuant to paragraph 6.1 of this Call Off Schedule, provide the Termination Assistance;

7.1.2 in addition to providing the Services and the Termination Assistance, provide to the Customer any reasonable assistance requested by the Customer to allow the Services to continue without interruption following the termination or expiry of this Call Off Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Customer and/or its Replacement Supplier;

7.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule without additional costs to the Customer;

7.1.4 provide the Services and the Termination Assistance at no detriment to the Service Level Threshold, save to the extent that the Parties agree otherwise in accordance with paragraph 7.3; and

7.1.5 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.

7.2 Without prejudice to the Supplier's obligations under paragraph 7.1.3 of this Call Off Schedule, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Change Control Procedure.

7.3 If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Services and provision of the Termination Assist during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Level Threshold the Parties shall vary the relevant Service Level Threshold and/or the applicable Service Credits to take account of such adverse effect.

8. TERMINATION OBLIGATIONS

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

8.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule), the Supplier shall:

8.2.1 cease to use the Customer Data;

8.2.2 provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);

8.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;

8.2.4 return to the Customer such of the following as is in the Supplier's possession or control:

(a) all copies of the Customer Software and any other software licensed by the Customer to the Supplier under this Call Off Contract;

(b) all materials created by the Supplier under this Call Off Contract in which the IPRs are owned by the Customer;

(c) any parts of the ICT Environment and any other equipment which belongs to the Customer;

(d) any items that have been on-charged to the Customer, such as consumables; and

(e) all Customer Property issued to the Supplier under Clause 21 of this Call Off Contract (Customer Property). Such Customer Property shall be handed back to the Customer in good working order (allowance shall be made only for reasonable wear and tear);

- (f) any sums prepaid by the Customer in respect of Services not Delivered by the Call Off Expiry Date;

8.2.5 vacate any Customer Premises;

8.2.6 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Services 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 and/or any Supplier Personnel;

8.2.7 provide access during normal working hours to the Customer and/or the Replacement Supplier for up to twelve (12) months after expiry or termination to:

- (a) such information relating to the Services as remains in the possession or control of the Supplier, save for any information where IPR's are owned by the Supplier in which case such information shall not be returned; and

- (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph.

8.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services or for statutory compliance purposes.

8.4 Except where this Call Off Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.

9. ASSETS, SUB-CONTRACTS AND SOFTWARE

9.1 Following notice of termination of this Call Off Contract and during the Termination Assistance Period, the Supplier shall not, without the Customer's prior written consent:

- 9.1.1 terminate, enter into or vary any Sub-Contract;

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

- 9.1.3 terminate, enter into or vary any licence for software in connection with the provision of Services.

9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 7.1.5 of this Call Off Schedule, the Customer shall provide written notice to the Supplier setting out:

9.2.1 which, if any, of the Transferable Assets the Customer requires to be transferred to the Customer and/or the Replacement Supplier (“**Transferring Assets**”);

9.2.2 which, if any, of:

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

(b) the Non-Exclusive Assets,

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

9.2.3 which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and/or the Replacement Supplier (the “**Transferring Contracts**”),

in order for the Customer and/or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and/or its Replacement Supplier requires to provide the Services or the Replacement Services.

9.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, or any other value as agreed between the Parties, except where the cost of the Transferring Asset has been partially or fully paid for through the Call Off Contract Charges at the Call Off expiry Date, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Call Off Contract Charges.

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

9.5 Where the Supplier is notified in accordance with paragraph 9.2.2 of this Call Off Schedule that the Customer 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:

9.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

9.5.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.

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

9.7 The Customer shall:

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

- 9.7.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and 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.
- 9.8 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.
- 9.9 The Supplier shall indemnify the Customer (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 Customer (and/or Replacement Supplier) pursuant to paragraph 9.6 of this Call Off Schedule in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

10. SUPPLIER PERSONNEL

- 10.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services or part of them for any reason, Call Off Schedule A3 (Staff Transfer) shall apply.
- 10.2 The Supplier shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Customer and/or the Replacement Supplier.
- 10.3 During the Termination Assistance Period, the Supplier shall give the Customer and/or the Replacement Supplier reasonable access to the Supplier's personnel to present the case for transferring their employment to the Customer and/or the Replacement Supplier.
- 10.4 The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.
- 10.5 The Supplier shall not for a period of twelve (12) months from the date of transfer take any steps to entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Customer and/or the Replacement Supplier to apply for any employment or engagements within the Supplier or its group (save for any recruitment advertising that is made to the public at large), unless approval has been obtained from the Customer which shall not be unreasonably withheld.

11. CHARGES

- 11.1 Except as otherwise expressly specified in this Call Off Contract and except to the extent that any continuation of the Services has been requested pursuant to clause 7.1.1 of Call Off Schedule A4 above, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Call Off Schedule including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

12. APPORTIONMENTS

12.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

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

12.1.2 the Customer shall be responsible for (or shall procure that the Replacement Supplier 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

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

12.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under paragraph 12.1 of this Call Off Schedule as soon as reasonably practicable.

CALL OFF SCHEDULE B1: BUSINESS CONTINUITY AND DISASTER RECOVERY

CUSTOMER BCDR REQUIREMENTS

The Customer's requirements in respect of BCDR are as specified during the Further Competition Procedure.

SUPPLIER BCDR PLAN

[Incorporated at section C of the Order Form]

REDACTED UNDER FOI ACT 43(2)

1. DEFINITIONS

1.1 In this Call Off Schedule B1, the following definitions shall apply:

"Business Continuity Plan"	has the meaning given to it in paragraph (b) of this Call Off Schedule;
"Disaster Recovery Plan"	has the meaning given to it in (c) of this Call Off Schedule;
"Disaster Recovery System"	means the system embodied in the processes and procedures for restoring the provision of Services following the occurrence of a disaster;
"Review Report"	has the meaning given to it in paragraph 8.2 of this Call Off Schedule;
"Supplier's Proposals"	has the meaning given to it in paragraph 8.2.3 of this Call Off Schedule;

2. BCDR PLAN

2.1 Within the period specified in section C of the Order Form the Supplier shall prepare and deliver to the Customer for the Customer's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

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

2.2 The BCDR Plan shall:

- 2.2.1 be divided into three parts:
 - (a) Part A which shall set out general principles applicable to the BCDR Plan;
 - (b) Part B which shall relate to business continuity (the **"Business Continuity Plan"**); and
 - (c) Part C which shall relate to disaster recovery (the **"Disaster Recovery Plan"**),
- 2.2.2 unless otherwise required by the Customer in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5.

2.3 Following receipt of the draft BCDR Plan from the Supplier, the Customer shall:

- 2.3.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and
- 2.3.2 notify the Supplier in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to the Customer.

2.4 If the Customer rejects the draft BCDR Plan:

- 2.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
- 2.4.2 the Supplier shall then revise the draft BCDR Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised draft BCDR Plan to the Customer for the Customer's Approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 2.3 and 2.4 of this Call Off Schedule shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

3.1 Part A 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 operation of the provision of the Services and any services provided to the Customer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Related Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;
- 3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Customer and any of its other Related Supplier in each case as notified to the Supplier by the Customer 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 multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Customer;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Services and processes for managing the risks arising therefrom;
 - (c) identification of risks arising from the interaction of the provision of Services and with the services provided by a Related Supplier; and
 - (d) a business impact analysis (detailing the impact on business processes and operations) 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 (including roles and responsibilities) for the Supplier (and any Sub-Contractors) and for the Customer;
- 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 ensure that there is no more than the accepted amount of data loss and to preserve data integrity;
 - 3.1.11 identify the responsibilities (if any) that the Customer 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 advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
- 3.2.1 the Services are provided in accordance with this Call Off Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002 and all other industry standards from time to time in force; and
 - 3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the provision of Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the 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 Call Off Contract.
- 3.5 The Supplier shall, during the Contract Period, run a process to validate the network's ability to move network traffic to a back-up system to maintain delivery of the service ("Failover Test(s)").
- 3.6 The Supplier shall endeavour to advise the Customer of any planned maintenance activity with 5 Working Days' notice so as to avoid any conflict with planned works in accordance with the Forward Schedule of Change.

4. BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

- 6.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including, unless the Customer expressly states otherwise in writing:
- 6.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and
 - 6.1.2 the steps to be taken by the Supplier upon resumption of the provision of Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 6.2 The Business Continuity Plan shall:

- 6.2.1 address the various possible levels of failures of or disruptions to the provision of Services;
- 6.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such goods, services and steps, the “**Business Continuity Services**”);
- 6.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and
- 6.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

7. DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

7.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer 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.

7.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

7.3 The Disaster Recovery Plan shall include the following:

- 7.3.1 the technical design and build specification of the Disaster Recovery System;
- 7.3.2 details of the procedures and processes to be put in place by the Supplier in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - (a) data centre and disaster recovery site audits;
 - (b) backup methodology and details of the Supplier's approach to data back-up and data verification;
 - (c) identification of all potential disaster scenarios;
 - (d) risk analysis;
 - (e) documentation of processes and procedures;
 - (f) hardware configuration details;
 - (g) network planning including details of all relevant data networks and communication links;
 - (h) invocation rules;
 - (i) Service recovery procedures; and
 - (j) steps to be taken upon resumption of the provision of Services to address any prevailing effect of the failure or disruption of the provision of Services;
- 7.3.3 any applicable Service Levels with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan;

- 7.3.4 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;
- 7.3.5 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 7.3.6 testing and management arrangements.

8. REVIEW AND AMENDMENT OF THE BCDR PLAN

- 8.1 The Supplier shall review the BCDR Plan (and the risk analysis on which it is based):
- 8.1.1 on a regular basis and as a minimum once every six (6) months;
 - 8.1.2 within three calendar months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 7; and
 - 8.1.3 where the Customer requests any additional reviews (over and above those provided for in paragraphs 8.1.1 and 8.1.2 of this Call Off Schedule) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Customer for the Customer's approval. The costs of both Parties of any such additional reviews shall be met by the Customer except that the Supplier shall not be entitled to charge the Customer for any costs that it may incur above any estimate without the Customer's prior written approval.
- 8.2 Each review of the BCDR Plan pursuant to paragraph 8.1 of this Call off Schedule shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services 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 the period required by the BCDR Plan or, if no such period is required, within such period as the Customer shall reasonably require. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Customer a report (a "**Review Report**") setting out:
- 8.2.1 the findings of the review;
 - 8.2.2 any changes in the risk profile associated with the provision of Services; and
 - 8.2.3 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 following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, services or systems provided by a third party.
- 8.3 Following receipt of the Review Report and the Supplier's Proposals, the Customer shall:

- 8.3.1 review and comment on the Review Report and the Supplier's Proposals as soon as reasonably practicable; and
 - 8.3.2 notify the Supplier in writing that it approves or rejects the Review Report and the Supplier's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to the Customer.
- 8.4 If the Customer rejects the Review Report and/or the Supplier's Proposals:
- 8.4.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
 - 8.4.2 the Supplier shall then revise the Review Report and/or the Supplier's Proposals as the case may be (taking reasonable account of the Customer's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to the Customer for the Customer's approval within twenty (20) Working Days of the date of the Customer's notice of rejection. The provisions of paragraphs 8.3 and 8.4 of this Call Off Schedule shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 8.5 The Supplier shall as soon as is reasonably practicable after receiving the Customer's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) 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 Services.

9. TESTING OF THE BCDR PLAN

- 9.1 The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to paragraph 9.2 of this Call Off Schedule, the Customer may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Customer considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.
- 9.2 If the Customer 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 Customer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Customer 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.
- 9.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Each test shall be carried out under the supervision of the Customer or its nominee.
- 9.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Customer. Copies of live test data used in any such testing shall be (if so required by the Customer) destroyed or returned to the Customer on completion of the test.

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

9.5.1 the outcome of the test;

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

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

9.6 Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.

9.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Call Off Contract.

9.8 The Supplier shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by the Customer.

10. INVOCATION OF THE BCDR PLAN

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

B7. ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

This Call Off Schedule B7 shall apply if so specified in section C of the Order Form.

In this Call Off Schedule B7, the following definitions shall apply:

"Project Manager" means the manager described in paragraph 1.1 of this Call Off Schedule B7;

"Technical (Board) Review" means the agenda item described in the Commercial Services Board – Responsibilities and Functions of this Call Off Schedule B7;

1. MANAGEMENT OF THE SERVICES

- 1.1 The Supplier and the Customer shall each appoint a Project Manager for the purposes of this Call Off Contract through whom the provision of the Services shall be managed day-to-day.
- 1.2 Both parties shall ensure that appropriate resource is made available on a regular basis including, for example, a Technical Board such that the aims, objectives and specific provisions of this Call Off Contract can be fully realised.

2. 2 CONTRACT BOARDS

- 2.1 The Parties agree to operate the following boards at the locations and at the frequencies set out below:
- 2.2 The Parties shall establish the Contract Management structure which comprises the following Contract Boards:
 - (a) Supplier Governance Board;
 - (b) Commercial and Services Board; and
 - (c) Exit and Transition Board Services Board.

Supplier Governance Board. At the Call Off Commencement Date the Supplier Governance Board is not a confirmed meeting. If it is deemed relevant for the contract and relationship (confirmed by the Customer), both parties will support this additional meeting for supplier relationship management.		
Customer Authority members		IT Executive Supplier Lead - (Chair) CSD Director ITPD Director CTO Director ITD Director Appropriate representatives from Finance and Commercial Directorate
Supplier members		VP UK EMEA (as appropriate) Head of Central Government Contract Account Finance Director (as appropriate)

Supplier Governance Board. At the Call Off Commencement Date the Supplier Governance Board is not a confirmed meeting. If it is deemed relevant for the contract and relationship (confirmed by the Customer), both parties will support this additional meeting for supplier relationship management.

	<p>PMO Director</p> <p>Service Director</p> <p>Commercial and Legal (as appropriate)</p> <p>Other Supplier Representatives (as appropriate)</p>
Responsibilities and Functions	<p>Review the relationship between the Customer and the Supplier.</p> <p>Monitor the alignment of the Customer and Supplier objectives.</p> <p>Provide direction on activities to drive improvements to the health and quality of the relationship</p> <p>Track delivery against the jointly agreed initiatives following the value assessment which identifies opportunities from the Commercial and Services Board to maximise value from the relationship.</p> <p>Review the Supplier scorecard to understand how the Supplier is performing against its key metrics.</p> <p>Serve as an executive escalation forum to resolve issues which have not been resolved at the boards below it.</p> <p>Establish and communicate delivery priorities, based on the needs of the business groups.</p> <p>Review Supplier performance to ensure that aggregate IT service delivery reasonably meets the needs of the business groups.</p> <p>Carry out activities in relation to audit reviews carried out in accordance with this Agreement as appropriate.</p>
Frequency	Quarterly

Commercial & Services Board

Customer members	<p>Chair:</p> <p>Head of Commercial Directorate Networks Category Team</p> <p>either/or</p> <p>Head of Technology Services Network Services Team</p>
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	<p>Commercial Directorate & Digital Group leads for MLOSS.</p> <p>Other Commercial Directorate functions / teams (as appropriate)</p> <p>Other Digital Group functions / teams (as appropriate)</p> <p>Finance Business Partner(s) (as appropriate)</p>
Supplier members	<p>Commercial Director</p> <p>Head of Central Government Contract</p> <p>Contract Specialist</p> <p>Other Supplier Representatives (as appropriate)</p>
Responsibilities and Functions	<p>Monitor the overall commercial and operational service relationship between the Customer and Supplier in relation to services provided under the RM3804 MLOSS contract</p> <p>Monitor overall delivery of services under this contract including management of escalations received from:</p> <ul style="list-style-type: none"> • Service Reviews <p>Resolve wherever possible all major financial, commercial and service issues relating to the contract and, if these cannot be resolved, agree escalations to the Supplier Governance Board</p> <p>Provide focus and further strengthen supplier performance management through review of the supplier performance scorecard and agreement of remediation plans and options to prevent and recurrence of continued poor performance</p> <p>Manage the provision and continuity of services provided by Sub-Suppliers and third parties in relation to the Agreements</p> <p>Monitor the alignment of the Customer and Supplier commercial and service objectives, taking a pro-active view of impacts, stakeholder management and communication issues</p> <p>Maintain a collective and consistent view of compliance against all contract obligations; ensure implementation of best practice in contract and compliance management and agree actions and improvement plans as appropriate</p> <p>Maintain an overview of contract change control; assess and manage the impact of any approved or planned changes to the terms of the Agreements, including potential changes to Service Levels and Key Performance Indicators</p> <p>Review the Customer commercial risk register and manage any risk escalations</p>

	<p>Discuss any diversity and equality issues in relation to provision of services under the contract by the Supplier, Sub-Suppliers and third parties</p> <ul style="list-style-type: none"> • Technical (Board) Reviews <p>Review of any technical related items that have a bearing, influence, risk or benefit to the MLOSS Service.</p> <p>Management and / or escalation of any technical related items that have a bearing, influence, risk or benefit to the MLOSS Service.</p>
Frequency	Monthly

Exit and Transition Board	
Customer members	<p>MLOSS Lead (Chair)</p> <p>Service Manager</p> <p>IT Commercial Directorate</p> <p>IT Future Design</p> <p>IT Exit Manager (when Exit activities are to be activated)</p> <p>Replacement Supplier(s) (as necessary)</p>
Supplier members	<p>Service Director</p> <p>Technical Director</p> <p>Head of Commercial Operations</p> <p>Exit Manager</p>
Responsibilities and Functions	<p>Develop a strategy for exit and transition.</p> <p>Manage and review the Exit Plan.</p> <p>Oversee the implementation of the Exit Plan until the conclusion of all activities set out in the Exit Plan.</p> <p>Review the associated Registers.</p> <p>Review progress on the Transition Strategy.</p> <p>Assess the impact of further technology refresh triggers.</p> <p>Manage the Transferring Asset Register.</p>

Frequency	As required in order to effectively manage updates and implementation of the Exit Plan.
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Services Board	
Customer members	MLOSS Lead Supplier Performance Manager
Supplier members	Service Manager Other Supplier nominated representative(s) (as appropriate)
Responsibilities and Functions	Cover Performance Review during the preceding calendar month. a) review the Supplier's performance against Service Levels and KPIs set out in Call Off Schedule 14 (SLA's); b) review all Service Credits due under Call Off Schedule 14 (<i>Service Levels</i>); c) review any draft supplier performance remediation plans submitted by the Supplier to improve their performance (as appropriate).
Frequency	Monthly

CALL OFF SCHEDULE E: SECURITY

1. DEFINITIONS

1.1 In this Call Off Schedule E: Security, the following definitions shall apply:

“Customer Personnel”

shall mean all persons employed by the Customer including directors, officers, employees together with

the Customer's servants, agents, consultants, contractors and suppliers but excluding the Supplier and any Sub-Contractor (as applicable).

“Availability Test”

shall mean the activities performed by the Supplier to confirm the availability of any or all components of any relevant ICT system as specified by the Customer.

“Cloud”

shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.

“Cyber Essentials”

shall mean the Government-backed, industry-supported scheme managed by the NCSC to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.

“Cyber Security Information Sharing Partnership” or “CiSP”

shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.

“Good Security Practice”

shall mean:

- a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for

Standardization or the National Institute of Standards and Technology);

- b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and
- c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.

“Information Security”

shall mean:

- a) the protection and preservation of:
 - i) the confidentiality, integrity and availability of any Customer Assets, the Customer's Systems Environment (or any part thereof) and the Supplier's Systems Environment (or any part thereof);
 - ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and
- b) compliance with all Law applicable to the processing, transmission, storage and disposal of Customer Assets.

“Information Security Manager”

shall mean the person appointed by the Supplier with the appropriate experience, Customer and expertise to ensure that the Supplier complies with the Customer's Security Requirements.

“Information Security Management System (“ISMS”)”

shall mean the set of policies, processes and systems designed, implemented and maintained by the Supplier to manage Information Security Risk as certified by ISO/IEC 27001.

“Information Security Questionnaire”

shall mean the Customer’s set of questions used to audit and on an ongoing basis assure the Supplier’s compliance with the Customer’s Security Requirements.

“Information Security Risk”

shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.

“ISO/IEC 27001, ISO/IEC 27002 and ISO 22301

shall mean

- a) ISO/IEC 27001;
- b) ISO/IEC 27002/IEC; and
- c) ISO 22301

in each case as most recently published by the International Organization for Standardization or its successor entity (the “ISO”) or the relevant successor or replacement information security standard which is formally recommended by the ISO.

“NCSC”

shall mean the National Cyber Security Centre or its successor entity (where applicable).

“Penetration Test”

shall mean a simulated attack on any Customer Assets, the Customer’s Systems Environment (or any part

thereof) or the Supplier's Systems Environment (or any part thereof).

"Risk Profile"

shall mean a description of any set of risk. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.

"Security Test"

shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.

"Vulnerability Scan"

shall mean an ongoing activity to identify any potential vulnerability in any Customer Assets, the Customer's Systems Environment (or any part thereof) or the Supplier's Systems Environment (or any part thereof).

1.2 Reference to any notice to be provided by the Supplier to the Customer shall be construed as a notice to be provided by the Supplier to the Customer's Representative.

2. PRINCIPLES OF SECURITY

2.1 The Supplier shall at all times comply with the Customer's Security Requirements and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

3. ISO/IEC 27001 COMPLIANCE AND AUDIT

3.1 The Supplier shall, and shall procure that any Sub-Contractor (as applicable) shall, comply with ISO/IEC 27001 in relation to the Services during the Contract Period.

3.2 The Supplier shall appoint an Information Security Manager and shall notify the Customer of the identity of the Information Security Manager on the Commencement Date and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.

- 3.3 The Supplier shall ensure that it operates and maintains the Information Security Management System during the Contract Period and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:
- (a) a scope statement (which covers all of the Services provided under this Contract);
 - (b) a risk assessment (which shall include any risks specific to the Services);
 - (c) a statement of applicability;
 - (d) a risk treatment plan; and
 - (e) an incident management plan
- in each case as specified by ISO/IEC 27001.
- 3.4 The Supplier shall provide the Information Security Management System to the Customer upon request within 10 Working Days from such request.
- 3.5 The Supplier shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Customer.
- 3.6 Notwithstanding the provisions of paragraph 3.1 to paragraph 3.5, the Customer may, in its absolute discretion, notify the Supplier that it is not in compliance with the Customer's Security Requirements and provide details of such non-compliance. The Supplier shall, at its own expense, undertake those actions required in order to comply with the Customer's Security Requirements within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Customer's Security Requirements within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

4. CYBER ESSENTIALS SCHEME

- 4.1 The Supplier shall, and shall procure that any Sub-Contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials (the "Cyber Essentials Certificate") in relation to the Services during Contract Period. The Cyber Essentials Certificate shall be provided by the Supplier to the Customer annually on the dates as agreed by the Parties.
- 4.2 The Supplier shall notify the Customer of any failure to obtain, or the revocation of, a Cyber Essentials Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Certificate during the Contract Period after the first date on which the Supplier was required to provide a Cyber Essentials Certificate in accordance with paragraph 4.1 (regardless of whether such failure is capable of remedy) shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

5. RISK MANAGEMENT

- 5.1 The Supplier shall operate and maintain policies and processes for risk management (the Risk Management Policy) during the Contract Period which

includes standards and processes for the assessment of any potential risks in relation to the Services and processes to ensure that the Customer's Security Requirements are met (the Risk Assessment).

- 5.2 The Supplier shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Supplier's Systems Environment or in the threat landscape or (iii) at the request of the Customer. The Supplier shall notify the Customer within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.
- 5.3 The Supplier shall, and shall procure, that any Sub-Contractor (as applicable) shall, co-operate with the Customer in relation to the Customer's own risk management processes regarding the Services.
- 5.4 For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 5. Any failure by the Supplier to comply with any requirement of this paragraph 5 **Error! Reference source not found.** (regardless of whether such failure is capable of remedy), shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

6. SECURITY AUDIT AND ASSURANCE

- 6.1 The Supplier shall, and shall procure that any Sub-Contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Customer (the "Information Security Questionnaire") at least annually or at the request by the Customer. The Supplier shall provide the completed Information Security Questionnaire to the Customer within one calendar month from the date of request.
- 6.2 Not Used.
- 6.3 Not Used.
- 6.4 Where the Supplier provides code development services to the Customer, the Supplier shall comply with the Customer's Security Requirements in respect of code development within the Supplier's Systems Environment and the Customer's Systems Environment.
- 6.5 Where the Supplier provides software development services, the Supplier shall comply with the code development practices specified in the Specification or in the Customer's Security Requirements.
- 6.6 The Customer, or an agent appointed by it, may, at its own expense, undertake Security Tests (including Penetration Tests) in respect of the Supplier's Systems Environment after providing advance notice to the Supplier. The Customer may notify the Supplier of the results of such Security Tests after completion of each such Security Test. If any such Customer's test adversely affects the Supplier's ability to deliver the Services so as to meet the SLA's or KPIs, the Supplier shall be granted relief against any resultant under-performance. If any Security Test identifies any non-compliance with the Customer's Security Requirements, the Supplier shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Customer at its absolute discretion. The Supplier shall provide all such co-operation and assistance in relation to any Security Test conducted by the Customer as the Customer may reasonably require.

- 6.7 The Customer shall schedule regular security governance review meetings which the Supplier shall, and shall procure that any Sub-Contractor (as applicable) shall, attend.

7. PCI DSS COMPLIANCE AND CERTIFICATION

- 7.1 Not Used.
- 7.2 Not Used.
- 7.3 Not Used.

8. SECURITY POLICIES AND STANDARDS

- 8.1 The Supplier shall, and shall procure that any Sub-Contractor (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.
- 8.2 Notwithstanding the foregoing, the Customer's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Contract Change, any change in the Customer's Security Requirements resulting from such Contract Change (if any) shall be agreed by the Parties in accordance with the Contract Change Procedure. Where any such change constitutes an Operational Change, any change in the Customer's Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.
- 8.3 The Supplier shall, and shall procure that any Sub-Contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1 The Supplier may become a member of the Cyber Security Information Sharing Partnership in accordance with the recommendations by the NCSC during the Contract Period. The Supplier may participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 9.2 Where the Supplier becomes a member of the Cyber Security Information Sharing Partnership, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Supplier's Risk Management Policy.

ANNEX A – CUSTOMER SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Physical Security Policy
- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy
- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy
- k) Privileged Users Security Policy
- l) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls – May 2018
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- p) NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

ANNEX B – SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) SS-002 - PKI & Key Management
- d) SS-003 - Software Development
- e) SS-005 - Database Management System Security Standard
- f) SS-006 - Security Boundaries
- g) SS-007 - Use of Cryptography
- h) SS-008 - Server Operating System
- i) SS-009 - Hypervisor
- j) SS-010 - Desktop Operating System
- k) SS-011 - Containerisation
- l) SS-012 - Protective Monitoring Standard for External Use
- m) SS-013 - Firewall Security
- n) SS-014 - Security Incident Management
- o) SS-015 - Malware Protection
- p) SS-016 - Remote Access
- q) SS-017 - Mobile Devices
- r) SS-018 - Network Security Design
- s) SS-019 - Wireless Network
- t) SS-022 - Voice & Video Communications
- u) SS-023 - Cloud Computing
- v) SS-025 - Virtualisation
- w) SS-027 - Application Security Testing
- x) SS-028 - Microservices Architecture
- y) SS-029 - Securely Serving Web Content
- z) SS-030 - Oracle Database
- aa) SS-031 - Domain Management
- bb) SS-033 - Patching

ANNEX 2: SECURITY POLICY

[incorporated at section B of the Order Form]

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- q) Acceptable Use Policy
- r) Information Security Policy
- s) Physical Security Policy
- t) Information Management Policy
- u) Email Policy
- v) Technical Vulnerability Management Policy
- w) Remote Working Policy
- x) Social Media Policy
- y) Forensic Readiness Policy
- z) SMS Text Policy
- aa) Privileged Users Security Policy
- bb) User Access Control Policy
- cc) Security Classification Policy
- dd) Cryptographic Key Management Policy

- ee) HMG Personnel Security Controls – May 2018 (published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- ff) NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

ANNEX 3: INFORMATION SECURITY QUESTIONNAIRE

REDACTED UNDER FOI ACT 43(2)

APPENDIX K- IMPLEMENTATION PLAN

1. DEFINITIONS

1.1 In this Appendix K, the following words shall have the following meanings and they shall supplement Call Off 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"	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"	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;
"Service Take On"	has the meaning given to it in Paragraph 7.

2. AGREEING AND FOLLOWING THE IMPLEMENTATION PLAN

2.1 The Implementation Plan, consisting of multiple documents as listed in the Document Register is set out in Annex 2. A draft of the Detailed Take On Plan is set out in the Annex to Part A of this Appendix. The Supplier shall provide a further draft Detailed Take On Plan both 5 days and 10 days after the Call-Off Commencement Date.

2.2 The draft Detailed Take On Plan:

2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Customer 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 Detailed Take On 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 Call Off Schedule 4 (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 Customer on such performance.

2.6 The Customer shall perform all Customer dependencies in accordance with the Implementation Plan.

3. REVIEWING AND CHANGING THE IMPLEMENTATION PLAN

3.1 Subject to Paragraph 3.3, the Supplier shall keep the Implementation Plan under review in accordance with the Customer's instructions and ensure that it is updated on a regular basis.

3.2 The Customer 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 Where the Supplier is responsible for the failure to Achieve a Milestone by the relevant Milestone Date this shall constitute 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 Commencement 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 Customer's IT systems, or any IT systems linked to the Customer, unless they have satisfied the Customer's security requirements.

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

4.4 The Supplier shall ensure that all Supplier Staff and Sub-Contractors requiring access to the Customer 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 Customer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

4.5 If a property requires Supplier Staff or Sub-Contractors to be accompanied by the Customer's Representative, the Customer 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 Customer 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 Customer'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 Customer such Delay Payments (calculated as set out in 6.1.6 and by the Customer 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 Customer as a result of the Supplier's failure to Achieve the corresponding Milestone;

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

- (a) the Customer is otherwise entitled to or does terminate this Contract pursuant to Clause 30 of the Call Off Terms; 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 Customer shall in any way affect the rights of the Customer to recover the Delay Payments or be deemed to be a waiver of the right of the Customer 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 25 of the Call Off Terms.

6.1.6 Delay Payment calculation shall be $M \times D$ where:

M = 'Milestone Payment' for the relevant milestone as set out in Outline Service Take On Plan (Table 1)

D = the Delay Multiplier percentage calculated based on the period of missed milestone delay that is solely due to supplier delay and shall be calculated as follows:

Supplier delay period	value of 'D'
Less than or equal to one week	0%
Greater than one week and less than or equal to two weeks	15%
Greater than two weeks and less than or equal to three weeks	20%
Greater than three weeks and less than or equal to four weeks	30%

Greater than four weeks	50%
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6.1.7 The Supplier shall have a period of 192 Working Days from Call-Off Commencement Date wherein Delay Payments do not apply (“**Grace Period**”). Delay payments will apply 193 Working Days from Call-Off Commencement Date.

7. SERVICE TAKE ON

7.1 The Implementation shall deliver Service Take On, which encompasses those activities that the Supplier must successfully complete in order to be able to deliver the Services. These activities are set out in Table 1 in Part A Annex 1 of this Appendix.

PART A Annex 1: Implementation Plan

Guidance Note: The Implementation Plan will be developed by the Supplier as part of the Further Competition response – Refer to Question A4 in Appendix C - Managed LAN, and Onsite CPE and Cabling Support Services (MLOSS).

1. DETAILED IMPLEMENTATION PLANNING

- 1.1 The Supplier shall prepare a detailed implementation plan for Service Take-On which shall be known as the Detailed Take-On Plan (As set out in Annex 3).
- 1.2 The Detailed Take-On Plan shall cover the full scope and duration of the Service Take-On Period and also present the following:
 - (a) all Take-On Milestones including related Milestone Dates;
 - (b) all Supplier Take-On activities;
 - (c) all Customer dependencies;
 - (d) all Other Service Providers and Outgoing Service Provider dependencies.
- 1.3 The Supplier shall develop and maintain a Detailed Take On Plan throughout the Service Take On Period and provide an update of the plan to the Customer every 5 Working Days, or as otherwise agreed with the Customer, of any amendments being made to the Detailed Take On Plan.
- 1.4 The Supplier shall work with the Customer, Outgoing Service Provider and Other Service Providers to incorporate any dependent activities, timescales and resource effort into the Detailed Take-On Plan including, but not limited to:
 - (a) knowledge transfer requirements;
 - (b) data gathering and discovery;
 - (c) planning;
 - (d) asset transfer from the Outgoing Service Provider;
 - (e) build and configuration activities;
 - (f) testing activities;
 - (g) cutover activities; and
 - (h) any other activities necessary to complete transition.
- 1.5 The Supplier shall deliver the Service Taken within the timescales set out in the Outline Service Take On Plan (Table 1).

Table 1 – Outline Service Take On Plan

Reference	Phase	Deliverable	Milestone Date (Call-Off Contract Commence ment Date + Working Days) from the Call-Off Contract Commence ment Date	Dependencies	Milestone Payment
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			

Reference	Phase	Deliverable	Milestone Date (Call-Off Contract Commence ment Date + Working Days) from the Call-Off Contract Commence ment Date	Dependencies	Milestone Payment
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			

Reference	Phase	Deliverable	Milestone Date (Call-Off Contract Commence ment Date + Working Days) from the Call-Off Contract Commence ment Date	Dependencies	Milestone Payment
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			

Reference	Phase	Deliverable	Milestone Date (Call-Off Contract Commence ment Date + Working Days) from the Call-Off Contract Commence ment Date	Dependencies	Milestone Payment
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			

Reference	Phase	Deliverable	Milestone Date (Call-Off Contract Commence ment Date + Working Days) from the Call-Off Contract Commence ment Date	Dependencies	Milestone Payment
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			

Reference	Phase	Deliverable	Milestone Date (Call-Off Contract Commence ment Date + Working Days) from the Call-Off Contract Commence ment Date	Dependencies	Milestone Payment
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			

Reference	Phase	Deliverable	Milestone Date (Call-Off Contract Commence ment Date + Working Days) from the Call-Off Contract Commence ment Date	Dependencies	Milestone Payment
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			

REDACTED UNDER FOI ACT 43(2)					
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REDACTED UNDER FOI ACT 43(2)					
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Reference	Phase	Deliverable	Milestone Date (Call-Off Contract Commence ment Date + Working Days) from the Call-Off Contract Commence ment Date	Dependencies	Milestone Payment
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			

Reference	Phase	Deliverable	Milestone Date (Call-Off Contract Commence ment Date + Working Days) from the Call-Off Contract Commence ment Date	Dependencies	Milestone Payment
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			
REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)	REDACTED UNDER FOI ACT 43(2)			

Annex 2 - Document Register

As per paragraph 2.2, the Implementation Plan shall consist of the following documents;

Ref	Owner	Document Name	Maintenance (One off or Ongoing) in accordance with provisions of this Schedule
1	BT	Detailed Take On Plan (As set out in Annex 3)	Ongoing
2	BT	High Level Design (will also include Low level detail)	One Off
3	BT	Test Approach	One Off
4	BT	Test Reports	Ongoing
5	BT	Test Issue Management Log	Ongoing
6	BT	Quality Plan	One Off
7	BT/DWP	Satisfaction Certificate	One Off
8	BT	Pro forma Invoice	One Off
9	BT	Asset Register	Ongoing
10	BT/DWP	Controlled Document for Billing Management Information Reports	Ongoing
11	DWP	Operational Processes for Incident Management (and Events)	Ongoing
12	DWP	Operational Processes for Problem Management	Ongoing
13	DWP	Operational Processes for Request Fulfilment	Ongoing
14	DWP	Operational Processes for Change Management	Ongoing
15	DWP	Operational Processes for Asset Management	Ongoing
16	DWP	Operational Processes for Request Fulfilment	Ongoing
17	BT	Service Performance MI	Ongoing
18	BT	Project initiation Document	Ongoing
19	BT	Project Plan	Ongoing
20	BT	RAID Log	Ongoing
21	BT	RACI Matrix	Ongoing
22	BT	Communication Plan	Ongoing
23	BT	Highlight Report	Ongoing
24	BT	Change Log	Ongoing
25	BT	IPR Register	Ongoing

Annex 3 Detailed Take On Plan

REDACTED UNDER FOI ACT 43(2)