

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

Call-Off Ref:  
Crown Copyright 2018

---

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

### **Order Form**

CALL-OFF REFERENCE: C3943

THE BUYER: The Comptroller-General of patents, designs, and trade marks, acting through the Patent Office

BUYER ADDRESS  
Concept House  
Cardiff Road  
Newport  
South Wales  
NP10 8QQ

THE SUPPLIER: ESP Solicitors

SUPPLIER ADDRESS: REDACTED

REGISTRATION NUMBER: 08951807

DUNS NUMBER: 219974475

APPLICABLE FRAMEWORK CONTRACT:

CCS RM6240 Public Sector Legal Services

This Order Form is for the provision of the Call-Off Deliverables and dated 28 July 2025.

It's issued under the Framework Contract with the reference number RM6240 for the provision of Public Sector Legal Services.

CALL-OFF LOT:

Lot 2a: General Service Provision England and Wales

Framework Ref: RM6179

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

Call-Off Ref:  
Crown Copyright 2018

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

Call-Off Ref:  
Crown Copyright 2018

---

**CALL-OFF INCORPORATED TERMS**

This is a Bronze Contract

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

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6240
3. Framework Special Terms (To be advised if applicable)
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6240
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6240
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6240
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Framework Ref: RM6179

Project Version: v1.0

2

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

Call-Off Ref:  
Crown Copyright 2018

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

**CALL-OFF SPECIAL TERMS**

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

**Special Term 1** – The Core Terms (version 3.0.11) shall be amended with additional wording underlined and deletions scored-through as follows: -

**3.1 Deliverables**

3.1.3 The Supplier shall bring to the attention of the Buyer any conflict between:  
(a) the Core Terms or Special Terms in a Contract; and/or  
(b) any of the requirements in Clause 3.1.1;  
and shall comply with the Buyer's decision on the resolution of any such conflict.

**3.3 Service clauses**

3.3.9 The Supplier shall to the extent expressly set out in the Order Form, obtain Approval from the Buyer's Authorised Representative before advising the Buyer on:  
(a) Retained EU Law (including State aid and public procurement); or  
(b) public law (including national security); or  
(c) the Employment Regulations; or  
(d) any other issue as may be notified to the Supplier from time to time by the Buyer's Authorised Representative,  
and where Approval is given, if the advice is given orally, confirm in writing, to the Buyer's Authorised Representative, any advice given to the Buyer.

**8. Restraint of Trade**

8.8 In order to protect the legitimate business interests of the Parties, each Party covenants with the other that it shall not (except with the prior written consent of the other Party or where a vacancy is openly and publicly advertised by means of a national advertising campaign) employ or engage or otherwise facilitate the employment or engagement of any Restricted Staff.

**9 Intellectual Property Rights (IPRs)**

9.1 Subject to Clause 9.2, eEach Party keeps ownership of its own Existing IPRs.

Framework Ref: RM6179

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

Call-Off Ref:  
Crown Copyright 2018

9.2 Unless otherwise provided in the Order Form:

- (a) Intellectual Property Rights in the output from the Deliverables shall vest in the Supplier who shall grant to the Buyer a non-exclusive, unlimited, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change, exploit and sub-license the same; and
- (b) ~~¶~~the Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-licence Supplier's Existing IPR to enable it to both:
  - (bi) receive and use the Deliverables; and
  - (ii) make use of the deliverables provided by a Replacement Supplier.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing. However, nothing shall prevent a Buyer from using any techniques, ideas, Know-How which the Buyer has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in the disclosure of the Supplier's Confidential Information or an infringement of IPRs.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all ~~Losses, damages, costs or expenses (including professional fees and fines)~~ incurred as a result.

9.6 If an IPR Claim is made: -

- (a) the Buyer shall notify the Supplier in writing of the IPR Claim and the Buyer shall not make any admissions which may be prejudicial to its defence or settlement. The Supplier shall at its own expense conduct all negotiations and any litigation arising out of or in connection with the IPR Claim provided always that the Supplier shall: -
  - (i) consult CCS and the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;
  - (ii) take due and proper account of the interests of the CCS and the Buyer;

Framework Ref: RM6179

Project Version: v1.0

4

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

Call-Off Ref:

Crown Copyright 2018

- (iii) consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and
  - (iv) not settle or compromise the IPR Claim without the prior written approval of the Buyer (not to be unreasonably withheld or delayed).
- (b) or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (i) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
  - (ii) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the accuracy, completeness, reliability, functionality or performance of the Deliverables.

**11. How much you can be held responsible for**

11.11 No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of the Buyer to any document or information provided by the Supplier in its provision of the Deliverables, and no failure of the Buyer to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligations of a professional Supplier employed in a buyer / supplier relationship.

11.12 Save as otherwise expressly provided, the obligations of the Buyer under the Contract are obligations of the Buyer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Buyer in any other capacity, nor shall the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Buyer to the Supplier.

11.13 No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Buyer for the Deliverables supplied by that individual on behalf of the Supplier and the Buyer shall not bring any claim under the Contract against that individual or such service company in respect of the Contract save in the case of Fraud or any liability

Framework Ref: RM6179

Project Version: v1.0

5

Model Version: v3.0

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

Call-Off Ref:  
Crown Copyright 2018

for death or personal injury. Nothing in this Clause 11.13 shall in any way limit the liability of the Supplier in respect of the Deliverables, and such liability shall be uncapped unless otherwise specified in the Order Form.

**34 Resolving Disputes**

**Complaint Handling**

34.8 If a Complaint is made by any Buyer, either Party shall notify the other Party in writing of the Complaint which if not resolved by operation of the Supplier's usual Complaint handling procedure within 5 Working Days of becoming aware of the Complaint and, if the Supplier is providing the written notice, such notice shall contain full details of the Supplier's plans to resolve the Complaint.

34.9 Without prejudice to any:

- (a) rights and remedies that a complainant may have at Law (including under a Contract), and
- (b) obligation of the Supplier to take remedial action under the provisions of the Contract,

the Supplier shall use its best endeavours to resolve the Complaint within 10 Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

]

CALL-OFF START DATE: 30<sup>th</sup> September 2025

CALL-OFF EXPIRY DATE: 29<sup>th</sup> September 2027

CALL-OFF INITIAL PERIOD: 2 years with an option to extend for a further 12 months

CALL-OFF DELIVERABLES

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

CONFLICT OF INTEREST (COI)

Framework Ref: RM6179

Project Version: v1.0

6

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

Call-Off Ref:  
Crown Copyright 2018

See Section 32 of Core Terms.

The Supplier must make sure that neither they nor any member of their staff is put in a position where there is, or could be, a real or potential conflict of interest in carrying out the contract. If such a situation arises or is expected to arise, the Supplier must notify the Buyer straight away and provide full details.

The Buyer will review the situation and any steps the Supplier proposes to manage or prevent the conflict (such as internal safeguards or firewalls). If the Buyer considers the conflict of interest cannot be properly managed or poses a risk, the Buyer may take any necessary action, including ending the contract immediately by giving written notice.

**CONFIDENTIALITY**

As per Core Terms Section 15. 'What you must keep confidential'.

IPR's

Core Terms as amended by Special Term 1.

**MAXIMUM LIABILITY**

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is To be advised.

**CALL-OFF CHARGES**

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

**REIMBURSABLE EXPENSES**

Recoverable as stated in the Framework Contract

**DISBURSEMENTS**

Not Payable

Framework Ref: RM6179

Project Version: v1.0

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

Call-Off Ref:  
Crown Copyright 2018

---

**ADDITIONAL TRAINING CHARGE**

Possible ad hoc training required. Need and costs to be agreed between supplier and buyer in advance.

**SECONDMENT CHARGE**

Not Applicable

**PAYMENT METHOD**

payment method(s) and necessary details to be advised at award

**BUYER'S INVOICE ADDRESS:**

REDACTED

**BUYER'S AUTHORISED REPRESENTATIVE**

REDACTED

**BUYER'S ENVIRONMENTAL POLICY**

[Our energy use - Intellectual Property Office - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

**BUYER'S SECURITY POLICY**

See Annex A (Below)

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

REDACTED

Framework Ref: RM6179

Project Version: v1.0

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

Call-Off Ref:  
Crown Copyright 2018

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

REDACTED

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Attendance at relationship/update: Quarterly on the first Working Day of each quarter  
(or at another interval as agreed by both parties)

KEY STAFF

- REDACTED
- REDACTED
- REDACTED

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALY SENSITIVE INFORMATION

N/A

SERVICE CREDITS

Not applicable

Framework Ref: RM6179

Project Version: v1.0

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

Call-Off Ref:  
Crown Copyright 2018

---

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

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

Framework Ref: RM6179

Project Version: v1.0

10

---

Model Version: v3.0

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

Call-Off Ref:  
Crown Copyright 2018

---

**Signed by an authorised signatory for and behalf of the Supplier**

**Supplier\_Signature**

REDACTED

Full Name: REDACTED  
Job Title/Role: REDACTED  
Date Signed: 30 September 2025

**For and on behalf of the Buyer**

**Contracting\_Authority\_Signature**

REDACTED

Full Name: REDACTED  
Job Title/Role: REDACTED  
Date Signed: 01/10/2025

Framework Ref: RM6179

Project Version: v1.0

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

Call-Off Ref:

Crown Copyright 2018

**Annex A – IPO Security Policy**



## Security Policy for Contractors / Consultants / Suppliers

1. This document specifies the requirements that must be met by contractors in the handling, management, storage and processing of information belonging to the IPO or its partners.

## Information Security

2. Information security is the preservation of confidentiality, integrity and availability of IPO information. Information risk means the risks to the security of IPO's information.

## Objectives

3. IPO requires the security of its information to be maintained in order to ensure that the IPO is able to rely on its information for its business needs and meets its statutory, regulatory and HM Government policy obligations.
4. IPO maintains an Information Security Management System and applies security controls consistent with ISO 27001:2013.

Framework Ref: RM6179

Project Version: v1.0

12

Model Version: v3.0

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

Call-Off Ref:

Crown Copyright 2018

## Information Risk Assessment and Management

5. IPO employs risk assessment methodologies consistent with HMG guidance ([NCSC Risk Management Introduction](#)) and ISO 27005:2018.
6. Residual information risks can only be accepted by the IPO Executive Board through the Chief Security Officer.

## Incident Breach Reporting

7. IPO requires that any breach or incident involving IPO assets, information, personnel or that has an adverse effect to the IPO, be reported as soon as practicable to REDACTED

## Legislative, Regulatory and Contractual Requirements

8. The management of IPO and other official information may engage obligations under the following legislation (note that this list is not exhaustive):
  - The Official Secrets Act 1911 to 1989;
  - Public Records Act 1958 and 1967;
  - The Health and Safety Act 1976 (and as amended by Health and Safety (Offences) Act 2008);
  - Police and Criminal Evidence Act 1984;
  - Copyright Designs and Patents Act 1988;
  - Patents Act 1977;

Framework Ref: RM6179

Project Version: v1.0

13

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

Call-Off Ref:

Crown Copyright 2018

- Patents Rules 2007 & the Patents (Fees) Rules 2007;
- Trade Marks Act 1938 and 1994;
- Trade Marks Rules 2008
- Trade Marks (International Registration) Order 2008
- Registered Designs Act & Rules
- Civil Evidence Act 1968 and 1995;
- Criminal Procedure and Investigations Act 1996;
- Human Rights Act 1998;
- Data Protection Act 2018;
- UK General Data Protection Regulation 2021
- Civil Contingencies Act 2004;
- Electronic Communications Act 2000, and as amended by Statutory Instrument 2003 No. 2426 (The Privacy and Electronic Communications (EC Directive) Regulations 2003);
- Freedom of Information Act 2000;
- Regulation of Investigatory Powers Act 2000 as amended by Statutory Instrument 2000 No. 2699 (Lawful Business Regulations);
- Criminal Justice Act 2003;
- Computer Misuse Act 1990; and as amended by Police and Justice Act 2006.
- Proceeds of Crime Act 2002
- Public Contracts Regulations 2015
- Company Names Adjudicator Rules 2008
- Enterprise Act 2016

9. IPO is required to comply with HM Government policy on information security and assurance including:

Framework Ref: RM6179

Project Version: v1.0

14

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

Call-Off Ref:

Crown Copyright 2018

- Government Functional Standard GovS 007: Security
  - The Government Security Classification Policy
10. Any organisation accessing, processing, communicating or managing IPO information must do so such that IPO's legal, policy and regulatory obligations are met.
11. Any transfer of IPO information to a third-party must be authorised, via the IPO Information Asset Transfer Request process. Processing of personal data outside of the UK or European Economic Area (EEA), is not permissible without the agreement of the IPO Data Protection Manager. All transferring arrangements must be supported by an agreed legal documentation such as MoU, Data Sharing Agreement or contract between IPO and Data Processors.
12. Anyone accessing official IPO information, including through provision of goods or services to IPO will be bound by the terms of the Official Secrets Act 1989.

## **Access to IPO Information, Information Assets and Information Systems**

13. Anyone required to access IPO information and/or work in an IPO building must either hold or be prepared to apply for a Baseline Personnel Security Standard (BPSS) clearance. This entails identity, nationality and criminal record checks. BPSS clearances obtained through other government departments may be accepted by IPO. If access is required to information at higher levels of security classification, additional national security vetting checks may be required. If access to specific IT systems or Administrator access is required, Security Clearance or Enhanced Security Clearance may be required. This clearance must be in place prior to commencement of access.
14. Access to information assets and systems will be the minimum necessary to achieve business purposes.
15. When the need to access IPO information, assets and systems ends, all IPO equipment (e.g. laptops, security passes, etc) must be returned to IPO prior to the termination of a contract.

Framework Ref: RM6179

Project Version: v1.0

15

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

Call-Off Ref:

Crown Copyright 2018

16. IPO may monitor the use of its information, information assets and information systems for lawful business purposes.
17. Anyone granted access to IPO technical systems must comply with the requirements of IPO Secure Handbook including its Acceptable Use Policy. Failure to comply with these policies and other relevant instructions may constitute a breach of contract and lead to termination or legal action.
18. Removable media (including laptops) may only be used to manage IPO information with the explicit consent of the IPO Secure team. Any removable media must be encrypted to a degree commensurate with the security classification of the information held within the removable media as required by HMG standards.
19. Supplier personnel may only enter IPO premises with an appropriate security pass issued by the IPO and may only enter areas of IPO premises commensurate with their function and, where appropriate (for example, in security areas), escorted by IPO staff.

## **Information Security Management System Controls**

20. Where a supplier is contracted to manage IPO information, information assets or information systems, the supplier must ensure that an information security management system employed to secure IPO information, information assets or information systems is in place and preferably complies with ISO/IEC 27001:2013. Cyber Security Essentials will be considered as a minimum. Where ISO/IEC 27001:2013 or Cyber Security Essentials is not held, a decision will be made by the IPO Chief Security Officer. Evidence must be provided to IPO of compliance with the standard, either through formal certification or otherwise to IPO Secure's satisfaction before any IPO information, information assets or information systems are accessed by the supplier.
21. Suppliers must agree to permit and facilitate audits of all aspects of their information security management system by IPO and to address any findings of such audits in order to preserve the security of information to IPO's standards and requirements.

Framework Ref: RM6179

Project Version: v1.0

16

Model Version: v3.0

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

Call-Off Ref:

Crown Copyright 2018

- 
22. The transmission of information between IPO and a supplier must be encrypted to a level commensurate with the security classification of the information and to HMG standards.
  23. Live IPO data and information may not be used for test purposes.
  24. IPO information may not be copied by any supplier other than as far as is necessary for providing an agreed service to IPO.
  25. Suppliers must have a security incident reporting process in place to a standard and design acceptable to IPO to ensure that any incidents involving IPO information are immediately reported to IPO Secure via REDACTED Suppliers must agree to undertake any remedial action required by the IPO and ensure that this is implemented in an auditable way.
  26. A supplier holding IPO data on IPO's behalf must have in place processes to ensure that critical IPO information held by them can be promptly and efficiently recovered following an emergency.
  27. All IPO information held in support of an agreement with a third-party must be destroyed or returned to the IPO at the end of the agreement. The IPO will determine, which approach is appropriate when setting out the working arrangements.

Framework Ref: RM6179

Project Version: v1.0

17

---

Model Version: v3.0

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

Call-Off Ref:  
Crown Copyright 2018

**Joint Schedules for RM6240**

**Joint Schedule 2 (Variation Form)**

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

<b>Contract Details</b>	
This variation is between:	[delete as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert name of Supplier] ("the Supplier")
Contract name:	[insert name of contract to be changed] ("the Contract")
Contract reference number:	[insert contract reference number]
<b>Details of Proposed Variation</b>	
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]
An Impact Assessment shall be provided within:	[insert number] days
<b>Impact of Variation</b>	

Framework Ref: RM6179

Project Version: v1.0

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

Call-Off Ref:  
Crown Copyright 2018

Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: [CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete as applicable: CCS / Buyer]

- Words and expressions in this Variation shall have the meanings given to them in the Contract.
- The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Framework Ref: RM6179

Project Version: v1.0

19

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

Call-Off Ref:  
Crown Copyright 2018

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

Signature	
Date	
Name (in Capitals)	
Address	

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

Signature	
Date	
Name (in Capitals)	
Address	

**Joint Schedule 3 (Insurance Requirements)**

**The insurance you need to have**

- The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
  - the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
  - the Call-Off Contract Effective Date in respect of the Additional Insurances.

Framework Ref: RM6179

Project Version: v1.0

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

Call-Off Ref:

Crown Copyright 2018

- . The Insurances shall be:
  - . maintained in accordance with Good Industry Practice;
  - . (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - . taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - . maintained for at least six (6) years after the End Date.
- . The Supplier shall ensure that the public and products liability policy contain an indemnity to principal's clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.
- . The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under the Contract.

**8. How to manage the insurance**

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

**9. What happens if you aren't insured**

- . The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which

Framework Ref: RM6179

Project Version: v1.0

21

Model Version: v3.0

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

Call-Off Ref:

Crown Copyright 2018

would entitle any insurer to refuse to pay any claim under any of the Insurances.

- . Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

**10. Evidence of insurance you must provide**

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

**11. Making sure you are insured to the required amount**

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

**12. Cancelled Insurance**

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

Framework Ref: RM6179

Project Version: v1.0

22

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

Call-Off Ref:

Crown Copyright 2018

**13. Insurance claims**

- . The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- . Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- . Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- . Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**ANNEX: REQUIRED INSURANCES**

The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

- o professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) for Lot 1 (a, b and c) and Lot 3 and three million pounds (£3,000,000) for Lot 2 (a, b and c).
- o public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) for all Lots; and

Framework Ref: RM6179

Project Version: v1.0

23

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

Call-Off Ref:  
Crown Copyright 2018

- o employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) for all Lots.

**Joint Schedule 4 (Commercially Sensitive Information)**

**What is the Commercially Sensitive Information?**

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

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

**Joint Schedule 5 (Corporate Social Responsibility)**

**What we expect from our Suppliers**

- . In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

Framework Ref: RM6179

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

Call-Off Ref:

Crown Copyright 2018

([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))

- . 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.
- . The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

**14. Equality and Accessibility**

- . In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
  - . eliminate discrimination, harassment or victimisation of any kind; and
  - . 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.

**15. 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.

- . The Supplier:
  - . shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
  - . shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

Framework Ref: RM6179

Project Version: v1.0

25

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

Call-Off Ref:

Crown Copyright 2018

- . warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- . 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.
- . shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- . shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- . 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;
- . 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;
- . shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- . shall not use or allow child or slave labour to be used by its Subcontractors;
- . shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

Framework Ref: RM6179

Project Version: v1.0

26

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

Call-Off Ref:  
Crown Copyright 2018

---

**16. Income Security**

- . The Supplier shall:
  - . 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;
  - . ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
  - . not make deductions from wages:
    - . as a disciplinary measure
    - . except where permitted by law; or
    - . without expressed permission of the worker concerned;
  - . record all disciplinary measures taken against Supplier Staff; and
  - . ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

**Working Hours**

- o The Supplier shall:
  - ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
  - 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;
  - ensure that use of overtime used responsibly, taking into account:
    - the extent;
    - frequency; and
    - hours worked;

Framework Ref: RM6179

Project Version: v1.0

27

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

Call-Off Ref:  
Crown Copyright 2018

- by individuals and by the Supplier Staff as a whole;
- The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
  - this is allowed by national law;
  - 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
  - the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 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.

#### ● Sustainability

- The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:  
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

## Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan

Framework Ref: RM6179

Project Version: v1.0

28

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

Call-Off Ref:

Crown Copyright 2018

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

Framework Ref: RM6179

Project Version: v1.0

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

Call-Off Ref:  
Crown Copyright 2018

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

**Joint Schedule 11 (Processing Data)**

**Definitions**

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

**“Processor Personnel”** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

**Status of the Controller**

- The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to

Framework Ref: RM6179

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

Call-Off Ref:

Crown Copyright 2018

their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- “Controller” in respect of the other Party who is “Processor”;
- “Processor” in respect of the other Party who is “Controller”;
- “Joint Controller” with the other Party;
- “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

### **Where one Party is Controller and the other Party its Processor**

- Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - a systematic description of the envisaged Processing and the purpose of the Processing;
  - an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - an assessment of the risks to the rights and freedoms of Data Subjects; and
  - the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

Framework Ref: RM6179

Project Version: v1.0

31

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

Call-Off Ref:

Crown Copyright 2018

- Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
  - nature of the data to be protected;
  - harm that might result from a Personal Data Breach;
  - state of technological development; and
  - cost of implementing any measures;
- ensure that :
  - the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
  - it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
    - are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
    - are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
    - have undergone adequate training in the use, care, protection and handling of Personal Data;

Framework Ref: RM6179

Project Version: v1.0

32

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

Call-Off Ref:

Crown Copyright 2018

- not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
  - the Data Subject has enforceable rights and effective legal remedies;
  - the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
  - receives a Data Subject Access Request (or purported Data Subject Access Request);
  - 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;
  - receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - 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

Framework Ref: RM6179

Project Version: v1.0

33

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

Call-Off Ref:

Crown Copyright 2018

- becomes aware of a Personal Data Breach.
- The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
  - the Controller with full details and copies of the complaint, communication or request;
  - such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - assistance as requested by the Controller following any Personal Data Breach; and/or
  - assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - the Controller determines that the Processing is not occasional;
  - the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

Framework Ref: RM6179

Project Version: v1.0

34

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

Call-Off Ref:

Crown Copyright 2018

- The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
  - notify the Controller in writing of the intended Subprocessor and Processing;
  - obtain the written consent of the Controller;
  - enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### **Where the Parties are Joint Controllers of Personal Data**

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

Framework Ref: RM6179

Project Version: v1.0

35

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

Call-Off Ref:

Crown Copyright 2018

---

### **Independent Controllers of Personal Data**

- With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- The Parties shall only provide Personal Data to each other:
  - to the extent necessary to perform their respective obligations under the Contract;
  - in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - where it has recorded it in Annex 1 (Processing Personal Data).
- Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the

Framework Ref: RM6179

Project Version: v1.0

36

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

Call-Off Ref:

Crown Copyright 2018

requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

- A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
  - the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

Framework Ref: RM6179

Project Version: v1.0

37

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

Call-Off Ref:

Crown Copyright 2018

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

Framework Ref: RM6179

Project Version: v1.0

38

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

Call-Off Ref:  
Crown Copyright 2018

**Annex 1 - Processing Personal Data**

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

- 1.1.1.1 The contact details of the Relevant Authority’s Data Protection Officer are: Data Protection Office REDACTED.
- 1.1.1.2 The contact details of the Supplier’s Data Protection Officer are REDACTED – REDACTED.
- 1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>The processing of names and business contact details of staff of both the Authority and the Supplier will be necessary to deliver the Services exchanged during the course of the Contract, and to undertake Contract and performance management.</li> <li>The processing of names and contact details of all stakeholders consulted during the period of the contract will be necessary to deliver the Services.</li> <li>The Contract itself will include the names and business contact details of staff of both the Buyer and the Supplier involved in managing the Contract.</li> </ul>

Framework Ref: RM6179

Project Version: v1.0

39

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

Call-Off Ref:

Crown Copyright 2018

	<p>Other aspects could include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Identification details: Name, address, employee ID, date of birth.</li> <li>• Employment details: Job title, employment history, salary, performance evaluations, contract details.</li> <li>• Sensitive personal data (special category data): Health data, trade union membership, criminal convictions, and offenses (if relevant).</li> <li>• Other potential personal data: Correspondence between employees and the organisation or employee communications that are relevant to cases subject to advice.</li> </ul>
<p>Duration of the Processing</p>	<p>The processing will take place for the duration of the contract from 30<sup>th</sup> September 2025 to 29<sup>th</sup> September 2027 and any extension to the contract.</p>
<p>Nature and purposes of the Processing</p>	<p>The nature of the processing involves providing legal advice, consultation, research, and representation in relation to employment law matters.</p> <p>The purpose of the processing is to provide employment law services to the Controller, which may include advice on compliance with employment legislation, drafting legal documents, providing representation in employment disputes, employment tribunals, and other related legal support as necessary.</p>
<p>Type of Personal Data</p>	<p>The types of personal data that may be processed include:</p> <ul style="list-style-type: none"> <li>• Identification data: Name, employee ID, contact details (address, phone number, email).</li> <li>• Employment-related data: Job title, role description, salary, job history, contract details, performance evaluations, disciplinary records.</li> <li>• Special circumstances data (where applicable): Health data, disability information, trade union membership, criminal</li> </ul>

Framework Ref: RM6179

Project Version: v1.0

40

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

Call-Off Ref:

Crown Copyright 2018

	<p>convictions, and other employment-related sensitive personal data.</p> <ul style="list-style-type: none"> <li>• Other personal data: Correspondence related to employment disputes or legal matters, as required for providing legal services.</li> </ul> <p>In addition names, business telephone numbers and email addresses, office location and position of staff of both the Buyer / Buyers Staff and the Supplier as necessary to deliver the Legal Services as well as to undertake Contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Buyer and the Supplier involved in managing the Contract.</p>
<p>Categories of Data Subject</p>	<p>The categories of data subjects whose personal data may be processed include:</p> <ul style="list-style-type: none"> <li>• Employees of the Controller, including both current and former employees.</li> <li>• Job applicants seeking employment with the Controller.</li> <li>• Contractors, consultants, or other third parties whose personal data is necessary for the provision of employment law services.</li> <li>• Other individuals, where relevant to employment law advice or services provided.</li> </ul>
<p>Plan for return and destruction of the data once the Processing is complete</p>	<p><u>IPO:</u></p> <p>According to IPO disposal &amp; retention policies (or as otherwise agreed by the Parties in writing).</p> <p><u>Supplier</u></p>

Framework Ref: RM6179

Project Version: v1.0

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

Call-Off Ref:  
Crown Copyright 2018

UNLESS requirement under Union or Member State law to preserve that type of data	Personal data retained for as long as necessary to fulfil the purposes it is collected for, including for the purposes of satisfying any legal, accounting, or reporting requirements.
--	--

Framework Ref: RM6179

Project Version: v1.0

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

Call-Off Ref:

Crown Copyright 2018

---

**Annex 2 - Joint Controller Agreement****1. Joint Controller Status and Allocation of Responsibilities**

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

Framework Ref: RM6179

Project Version: v1.0

43

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

Call-Off Ref:

Crown Copyright 2018

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

**Undertakings of both Parties**

1.1.2.1 The Supplier and the Relevant Authority each undertake that they shall:

- report to the other Party every [x] months on:
  - the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
  - the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
  - any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
  - any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
  - any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

Framework Ref: RM6179

Project Version: v1.0

44

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

Call-Off Ref:

Crown Copyright 2018

- not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
  - are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
  - are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
  - have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:

Framework Ref: RM6179

Project Version: v1.0

45

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

Call-Off Ref:

Crown Copyright 2018

- nature of the data to be protected;
  - harm that might result from a Personal Data Breach;
  - state of technological development; and
  - cost of implementing any measures;
- ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
  - ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

1.1.2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

**Data Protection Breach**

1.1.3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- all reasonable assistance, including:
  - co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its

Framework Ref: RM6179

Project Version: v1.0

46

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

Call-Off Ref:

Crown Copyright 2018

cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

- . co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- . co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- . providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

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

- . the nature of the Personal Data Breach;
- . the nature of Personal Data affected;
- . the categories and number of Data Subjects concerned;
- . the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- . measures taken or proposed to be taken to address the Personal Data Breach; and
- . describe the likely consequences of the Personal Data Breach.

Framework Ref: RM6179

Project Version: v1.0

47

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

Call-Off Ref:

Crown Copyright 2018

. **Audit**

1.1.4.1 The Supplier shall permit:

. the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

. the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

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

. **Impact Assessments**

1.1.5.1 The Parties shall:

. provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

. maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

. **ICO Guidance**

Framework Ref: RM6179

Project Version: v1.0

48

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

Call-Off Ref:

Crown Copyright 2018

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

**Liabilities for Data Protection Breach**

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

1.1.7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate

Framework Ref: RM6179

Project Version: v1.0

49

Model Version: v3.0

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

Call-Off Ref:

Crown Copyright 2018

the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

1.1.7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction (“Court”) by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

1.1.7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “Claim Losses”):

- ( ) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- ( ) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- ( ) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

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

**Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled

Framework Ref: RM6179

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

Call-Off Ref:  
Crown Copyright 2018

to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

. **Sub-Processing**

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

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

. **Data Retention**

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

**Call-Off Schedules for RM6240**

Framework Ref: RM6179

Project Version: v1.0

51

Model Version: v3.0

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

Call-Off Ref:

Crown Copyright 2018

---

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

---

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Framework Ref: RM6179

Project Version: v1.0

52

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

Call-Off Ref:  
Crown Copyright 2018

**Annex A: List of Transparency Reports**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
[Performance and forward plan]	[ ]	[ ]	[ ]
[Call-Off Contract Charges and budget management]	[ ]	[ ]	[ ]
[Key Subcontractors]	[ ]	[ ]	[ ]
[Technical]	[ ]	[ ]	[ ]
[Performance management]	[ ]	[ ]	[ ]

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

Framework Ref: RM6179

Project Version: v1.0

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

Call-Off Ref:

Crown Copyright 2018

---

## 1. Buyer's Rights

---

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

---

## 2. Supplier's Obligations

---

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

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

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

Framework Ref: RM6179

Project Version: v1.0

54

---

Model Version: v3.0

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

Call-Off Ref:

Crown Copyright 2018

---

Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

---

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

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

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

Framework Ref: RM6179

Project Version: v1.0

55

---

Model Version: v3.0

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

Call-Off Ref:

Crown Copyright 2018

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

2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

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

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

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

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

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

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

Framework Ref: RM6179

Project Version: v1.0

56

Model Version: v3.0

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

Call-Off Ref:

Crown Copyright 2018

---

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

---

Framework Ref: RM6179

Project Version: v1.0

57

---

Model Version: v3.0

**Call-Off Schedule 5 (Call-Off Pricing)**  
Crown Copyright 2017

---

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

**REDACTED**

**Call-Off Schedule 5 (Call-Off Pricing)**  
Crown Copyright 2017

---

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

---

**REDACTED**

Ref: RM3830

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

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

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

- 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
- 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
- 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

Framework Ref: RM6179  
Project Version: v1.0

1

Model Version: v3.0

---

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

1.5 The Supplier shall:

- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
- 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

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

## Call-Off Schedule 10 (Exit Management)

### Definitions

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

**"Exclusive Assets"**

Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

<b>"Exit Information"</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
---------------------------	--

---

<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
-----------------------	--

---

<b>"Exit Plan"</b>	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
--------------------	--

---

<b>"Net Book Value"</b>	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
-------------------------	---

---

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

**"Non-Exclusive Assets"** those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;

---

---

**"Registers"** the register and configuration database referred to in Paragraph 2.2 of this Schedule;

---

---

**"Replacement Goods"** any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

---

---

**"Replacement Services"** any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

---

Framework Ref: RM6179  
Project Version: v1.0

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

**"Termination Assistance"** the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;

---

**"Termination Assistance Notice"** has the meaning given to it in Paragraph 5.1 of this Schedule;

---

**"Termination Assistance Period"** the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;

---

**"Transferable Assets"** Exclusive Assets which are capable of legal transfer to the Buyer;

---

**"Transferable Contracts"** Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to

---

Framework Ref: RM6179

Model Version: v3.0

---

Project Version: v1.0

1

Model Version: v3.0

---

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;

---

**"Transferring Assets"**

---

has the meaning given to it in Paragraph 8.2.1 of this Schedule;

---

**"Transferring Contracts"**

---

has the meaning given to it in Paragraph 8.2.3 of this Schedule.

---

**Supplier must always be prepared for contract exit**

---

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

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

During the Contract Period, the Supplier shall promptly:

---

create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and  
create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

---

("Registers").

---

The Supplier shall:

---

ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and  
procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

---

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

---

### **Assisting re-competition for Deliverables**

---

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

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

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

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

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

---

## **Exit Plan**

---

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

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

The Exit Plan shall set out, as a minimum:

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

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

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

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

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

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

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

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

proposals for the disposal of any redundant Deliverables and materials;

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

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

---

The Supplier shall:

---

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

---

every [six (6) months] throughout the Contract Period; and  
no later than [twenty (20) Working Days] after a request from  
the Buyer for an up-to-date copy of the Exit Plan;

Framework Ref: RM6179  
Project Version: v1.0

1

Model Version: v3.0

---

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;

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

---

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

---

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

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

---

## **Termination Assistance**

---

The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier

Framework Ref: RM6179  
Project Version: v1.0

1

Model Version: v3.0

---

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

(a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

---

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

---

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

---

no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and  
the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

---

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

Framework Ref: RM6179  
Project Version: v1.0

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

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

### **Termination Assistance Period**

Throughout the Termination Assistance Period the Supplier shall:

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

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

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

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

Framework Ref: RM6179  
Project Version: v1.0

1

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

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

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

---

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

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

---

### **Obligations when the contract is terminated**

---

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

---

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

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

---

vacate any Buyer Premises;

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

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

---

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

such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

---

Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

shall be terminated with effect from the end of the Termination Assistance Period.

---

### **Assets, Sub-contracts and Software**

---

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

---

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

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

---

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

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

---

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

which, if any, of:

---

the Exclusive Assets that are not Transferable Assets; and  
the Non-Exclusive Assets,

---

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

---

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

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

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

---

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

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

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

---

procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which  
procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

---

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

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

The Buyer shall:

---

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

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

---

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

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

---

Framework Ref: RM6179  
Project Version: v1.0

1

Model Version: v3.0

---

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

### **No charges**

---

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

---

### **Dividing the bills**

---

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

---

the amounts shall be annualised and divided by 365 to reach a daily rate;  
the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate;  
and

Framework Ref: RM6179  
Project Version: v1.0

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

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

## Call-Off Schedule 14 (Service Levels)

### Definitions

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

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Order Form;
<b>"Service Credits"</b>	3. any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	4. has the meaning given to it in the Order Form; 5.
<b>"Service Level Failure"</b>	6. means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	7. shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	8. shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

### What happens if you don't meet the Service Levels

Framework Ref: RM6179  
Project Version: v1.0

1

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

the Service Level Failure:

exceeds the relevant Service Level Threshold;

has arisen due to a Prohibited Act or wilful Default by the Supplier;

results in the corruption or loss of any Government Data; and/or

results in the Buyer being required to make a compensation payment to one or more third parties; and/or

the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

Framework Ref: RM6179  
Project Version: v1.0

1

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and  
there is no change to the Service Credit Cap.

### **Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

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

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

provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

## Part A: Service Levels and Service Credits

### Service Levels

If the level of performance of the Supplier:  
is likely to or fails to meet any Service Level Performance Measure; or  
is likely to cause or causes a Critical Service Failure to occur,  
the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.2. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2. instruct the Supplier to comply with the Rectification Plan Process;
- 1.2. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

### Service Credits

The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
 Crown Copyright 2018

## Annex A to Part A: Services Levels and Service Credits Table

KPI/SLA	Service Area	KPI/SLA Description	Target
1	Quality of Services	The Supplier shall exercise reasonable skill, care, and diligence in performance of all its obligations performed under or in connection with the contract.	100%
2	Service Delivery	Attendance at relationship/update meetings on a quarterly basis (or at another interval as agreed by both parties)	100%
3	Contract review	Co-operation and attendance (If required) in an annual review of the contract in order to provide assurance on its continued effectiveness and worth to IPO	100%
4	Service Delivery (initial call)	Within 4 hrs (next day if after 3pm)	98%
5	Service Delivery (advice)	Supplier to provide advice as requested within 24 hours.	100%
6	Service Delivery (case conference)	If required, the Supplier will arrange / attend a case conference (on MS Teams) within 48 hours of any request	100%
7	Service Delivery (Written advice - confirmation in letter / email)	2 working Days	100%

Framework Ref: RM6179  
 Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

## Part B: Performance Monitoring

### Performance Monitoring and Performance Review

Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

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

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

details of any Critical Service Level Failures;

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

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

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

The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

be attended by the Supplier's Representative and the Buyer's Representative; and

be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

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

The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

### **Satisfaction Surveys**

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

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

### **1. Definitions**

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

**"Operational Board"** the board established in accordance with paragraph 4.1 of this Schedule;

**"Project Manager"** the manager appointed in accordance with paragraph 2.1 of this Schedule;

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

## 2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

## 3. Role of the Supplier Contract Manager

---

### 3.1 The Supplier's Contract Manager's shall be:

- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
- 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
- 3.1.3 able to cancel any delegation and recommence the position himself; and
- 3.1.4 replaced only after the Buyer has received notification of the proposed change.

Framework Ref: RM6179  
Project Version: v1.0

1

Model Version: v3.0

---

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

#### **4. Role of the Operational Board**

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

Framework Ref: RM6179  
Project Version: v1.0

1

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

---

set by the Buyer and communicated to the Supplier in advance of that meeting.

---

## 5. Contract Risk Management

---

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

---

- 5.2.1 the identification and management of risks;**

- 5.2.2 the identification and management of issues; and

- 5.2.3 monitoring and controlling project plans.

---

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

Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
Crown Copyright 2018

Framework Ref: RM6179  
Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
 Crown Copyright 2018

## Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

[**Guidance note:** Details of additional boards to be inserted.]

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

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

Project Title	Provision of Employment Law Advice
Budget/Contract Value (state whether this includes VAT)	£100,000 exc VAT
Project/Contract Term – Months (inc Extension Options_	3 years total (2 years with option to extend by a further 1 year)
Non-Disclosure Agreement (NDA)	No

### 1. Summary

- 1.1 This requirement is for a contract to provide ad hoc employment law advice and professional support/advocacy with employment tribunal cases to the Human Resource (HR) Department within the Intellectual Property Office (IPO). Alongside this the IPO will require additional occasional support services such as virtual or onsite training for HR teams and line managers.

Framework Ref: RM6179  
 Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
 Crown Copyright 2018

- 1.2 The proposed contract duration is 3 years which represents a total contract cost ceiling of £100,000.
- 1.3 The contract is for a high-quality service to be delivered over a number of years. The delivery requires the Potential Supplier to acquire a detailed knowledge and understanding of IPO's (Intellectual Property Office) context and employment policies and the potential supplier must provide responsive and authoritative advice at very little notice. This is crucial with legal advice of this nature, particularly when the proposed supplier is advocating on behalf of IPO on employment tribunal cases.

**2. Background to the IPO**

- 2.1 The Intellectual Property Office (IPO) - an operating name of the Patent Office - is an Executive Agency of the Department for Science, Innovation and Technology It aims to stimulate innovation and enhance the international competitiveness of British industry and commerce. It offers customers an accessible, high quality, value for money system both nationally and internationally, for granting intellectual property rights.
- 2.2 The IPO is a highly successful organisation which, over its history, has adapted its approach and services to meet changing demands. Its core business and products deliver high quality, cost effective Intellectual Property (IP) rights to customers and its success in these core areas is tied to a much wider range of activities, such as awareness-raising and enforcement. Its customers operate within both the UK and global economies. Further information about the IPO can be found on its website at: [www.ipso.gov.uk](http://www.ipso.gov.uk)

**3. Definitions**

Expression/Acronym	Definition
GLD	Government Legal Department
HR	Human Resources
IPO	Intellectual Property Office

**4. Background to Requirement**

- 4.1 The IPO has an ongoing requirement for the provision of employment law advice and advocacy.
- 4.2 The IPO require an effective and responsive service to be provided over the duration of the contract. The Potential Supplier must provide authoritative legal advice where needed around employment issues and support the IPO on any employment tribunal

Framework Ref: RM6179  
 Project Version: v1.0

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

cases that may be lodged. Examples would include HR Policy and individual employee cases.

- 4.3 The potential supplier will be required to quickly gain a thorough knowledge of IPO business, and specifically IPO HR policies and procedures in order to enable them to respond to requests for legal advice quickly and authoritatively.
- 4.4 In addition, IPO have employment tribunal cases that will require continued support/advocacy. Continuity of advice and support in these cases is imperative to their success and the prevention of reputational damage to the organisation and potential financial penalties.
- 4.5 Requests for advice will be ad hoc and not necessarily come regularly. Some months there may be few requests and other times there will be a high demand for legal advice. The Potential Supplier must therefore be able to flex resources to provide a high quality service at all times as occasionally very prompt responses will be required.

## **5. Aims & Objectives**

- 5.1 The aim is for the IPO to receive employment law advice and professional support with employment tribunal cases that can be accessed as the need arises. The service offered by the Provider must be reliable and adhere to the outlined service levels.

## **6. The Requirement**

- 6.1 The Potential Supplier shall provide legal support and advice to support IPO HR teams. In particular, the Potential Supplier will be required to provide legal support to IPO on a range of employment law issues, including (but not limited to):
  - 6.1.1 Employment law advice on individual complex cases.
  - 6.1.2 Advice relating to new/revised IPO HR policies or legislation.
  - 6.1.3 Provision of professional advocacy and support for any employment tribunal cases which are usually held in Cardiff, South Wales.
  - 6.1.4 Virtual or onsite training (if onsite this will primarily be at Concept House, Newport, South Wales, NP10 8QQ) for HR teams/line managers as required.
  - 6.1.5 Any other employment related legal issues that may arise over the duration of the contract in relation changes to HR Policies or individual employee cases.
- 6.2 The Potential Supplier shall work closely with established key contacts in IPO HR teams in providing the Services. In particular:
  - 6.2.1 The Potential Supplier will appoint an individual within their organisation who will act as a single point of contact (SPOC) for the IPO HR. In addition, any issues or concerns will be escalated to the nominated individual for satisfactory resolution. The Potential Supplier will ensure that cover for the SPOC is allowed for, in case of any absences.

Framework Ref: RM6179

Project Version: v1.0

1

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

- 
- 6.2.2** The Potential Supplier shall provide advice in response to a request from IPO HR and will normally do so within a 24-hour period;
  - 6.2.3** The Potential Supplier shall send all advice to IPO HR in the first instance and;
  - 6.2.4** If required and as agreed by IPO HR a case conference (by telephone or MS Teams) shall be arranged to discuss the issue/request in more detail, normally within a 48-hour period.
  - 6.2.5** The Potential Supplier may be required to provide a written professional estimate of the percentage likelihood of success expressed as a probability range (e.g. 60%-70% likelihood of successful defence). The estimate must include a concise rationale for the assessment including legal risks and any notable procedural strengths and weaknesses.
- 6.3** The contract manager in the IPO will be a Senior HR Business Partner. The Potential Supplier will need to ensure that there is a dedicated supplier contract manager.
  - 6.4** Quarterly review meetings will be held where performance and spend will be reviewed. There will be an annual review of the contract to provide assurance on its continued efficacy.
  - 6.5** The Potential Supplier shall check with IPO HR contract manager if instructions are received from anyone outside of the IPO HR Team.
  - 6.6** The Potential Supplier shall assign a sufficient number of suitably qualified and experienced lawyers to work with and support IPO HR. The number of lawyers assigned should be sufficient (but not excessive) to ensure coverage over key areas of practice in relation to employment law.
  - 6.5** The Potential Supplier shall ensure that work is assigned to members of their team at a level appropriate to team members' skills and experience and having due regard to the IPO's need for value for money.
  - 6.6** Any overseeing of quality assurance of work carried out by members of the supplier's team shall be appropriate and proportionate to the nature of the advice. The Customer will not pay for duplication of work unless it can be justified.
  - 6.7** The Potential Supplier shall ensure that all written advice is provided within agreed timescales as specified for each task and is clear, concise, in plain English, jargon-free and solution oriented.
  - 6.8** The Potential Supplier must provide (and agree with the IPO HR) a clear step-by-step implementation plan that establishes the delivery of employment legal advice to the IPO within 2 weeks of award of contract. The implementation plan must include:
    - 6.8.1** Key Contacts.
    - 6.8.2** Nominated and dedicated single point of contact
    - 6.8.3** Communication conventions.
    - 6.8.3** Listing of any HR policies & procedures that will be required from the IPO for analysis.
  - 6.9** Transition

Framework Ref: RM6179

Project Version: v1.0

1

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
 Crown Copyright 2018

- 6.10** The IPO currently benefits from ongoing employment law advice and advocacy services provided by an incumbent legal supplier. To ensure continuity and mitigate risk, it is anticipated that any legal matters already in progress at the point of contract award—including, but not limited to, active employment tribunal cases will continue to be managed and completed by the incumbent legal provider.
- 6.11** The newly appointed supplier shall therefore be responsible for the provision of employment legal services on all new matters arising from the date of the contract start.
- 6.12** The successful supplier must be prepared to engage with the IPO’s HR team to ensure a smooth transition into service. This will include obtaining contextual understanding of the Buyer’s policies, procedures, and internal governance structures early in the contract term.
- 6.13** No formal handover of live cases is anticipated; the Potential Supplier may be expected to collaborate with the IPO HR Team to understand any learning from historical matters to support consistency and risk mitigation.
- 6.14** Framework and Cost Threshold
- 6.15** The IPO has been granted approval to utilise this Framework Agreement for the Provision of Employment Legal Advice, subject to the condition that the cost of each individual instruction or matter remains below a financial threshold of £20,000 exclusive of VAT.
- 6.16** It is anticipated that the majority of individual employment law matters for which legal support is required under this contract will fall within this cost threshold. However, in the event that a matter develops or escalates in complexity or scope such that the total cost of legal services is reasonably expected to exceed the £20,000 threshold, the Potential Supplier shall have a duty to notify the IPO HR Team as soon as reasonably practicable.
- 6.17** The IPO will then be required to refer the matter to the relevant Government Legal Department (GLD) responsible for oversight of legal framework compliance, providing details including (but not limited to) the nature of the legal matter, the anticipated total cost, and the expected duration of instructions. The Potential Supplier must supply this information promptly and in sufficient detail to enable the IPO to comply with its obligations.
- 6.18** The GLD will then review the request and provide one of the following decisions:
  - 6.18.1** Approval for the IPO to continue using the current legal services arrangement under the Framework for that matter; or
  - 6.18.2** Instruction the IPO to cease using the contract for that specific matter and instead engage an alternative supplier from the Legal Services Panel.
- 6.19** The Potential Supplier must not continue to provide services on any matter reasonably expected to exceed the £20,000 threshold unless and until the IPO has received confirmation from the GLD permitting continued use of the contract.

**7. Project Milestones**

Framework Ref: RM6179  
 Project Version: v1.0

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
 Crown Copyright 2018

The potential provider will note the following project milestones:

Milestone	Description	Timeframe
1	Start-up meeting	Within one week of contract award
2	Implementation Plan	Within 2 weeks of contract award
2	Provision of expert legal employment advice to support the HR function at the Intellectual Property Office	From start of the contract to expiration of the contract
3	The Supplier shall ensure that all written advice is provided within agreed timescales and is clear, concise, jargon-free and solution oriented. Where required percentage chances of success should be given.	Ongoing for the duration of contract
4	Work is assigned to members of the Supplier Team at a level appropriate to team members' skills and experience and having due regard to customer's need for value for money.	Ongoing for the duration of contract
5	Any other key milestones will be identified on an instruction-by-instruction basis and communicated by IPO HR in each instruction.	Ongoing for the duration of contract

## 8. Service Levels

The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA Description	Target
1	Quality of Services	The Supplier shall exercise reasonable skill, care, and diligence in performance of all its obligations performed under or in connection with the contract.	100%
2	Service Delivery	Attendance at relationship/update meetings on a quarterly basis (or at another interval as agreed by both parties)	100%
3	Contract review	Co-operation and attendance (If required) in an annual review of the contract in order to provide assurance on its continued effectiveness and worth to IPO	100%
4	Service Delivery (initial call)	Within 4 hrs (next day if after 3pm)	98%

Framework Ref: RM6179  
 Project Version: v1.0

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
 Crown Copyright 2018

5	Service Delivery (advice)	Supplier to provide advice as requested within 24 hours.	100%
6	Service Delivery (case conference)	If required, the Supplier will arrange / attend a case conference (on MS Teams) within 48 hours of any request	100%
7	Service Delivery (Written advice - confirmation in letter / email)	2 working Days	100%

**9. Outputs**

9.1 The customer requires employment advice to be prepared in the manner set out in the contract. The request for advice will set out when and how advice should be received, usually this will be by email, telephone call or face to face to relevant supplier contacts.

**10. Timings**

10.1 As outlined in Section 8 - Service Levels.

**11. Resources & Volumes**

11.1 The Potential Supplier must be able to scale legal resources appropriately to ensure timely delivery of contract requirements while also maintaining an appropriate balance between such scaling and the cost of employment legal services to the IPO HR.

11.2 The IPO does not guarantee that the Potential Supplier will be given any volume of work throughout the duration of the Contract.

**12. Security Requirements & Confidentiality**

12.1 The Potential Supplier will comply with clause 15 of the core contract terms & conditions in respect of all work carried out for the customer.

**13. Sustainability**

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

Crown Copyright 2022

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

- 
- 13.1** The IPO has a responsibility to act and to support nature, the environment, and its vital contributions to biodiversity. The Potential Supplier is required to act in sustainable manner in the delivery of the Contract, particularly in terms of eliminating waste, reducing travel and minimising energy consumption. The Potential Supplier must comply with all current legislation regarding sustainability and legislation introduced or amended during the period of the contract pertaining to this.
  - 13.2** This must include compliance with the Modern Slavery Act 2015 and the Climate Change Act 2008.
  - 13.3** The Potential Supplier must consider their carbon footprint in allocating and deploying resources to undertake requirement.

### **14. Continuous Improvement**

- 14.1** The Potential Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 14.2** The Potential Supplier should present new ways of working to the Authority during monthly/quarterly contract review meetings.
- 14.3** Changes to the way in which the Services are to be delivered must be brought to the IPO's attention and agreed prior to any changes being implemented.

### **15. Payment**

- 15.1** Payment will only be made on satisfactory delivery of the agreed services.
- 15.2** Before payment, any invoices that are received must include a detailed breakdown of the work completed, type of grade of legal practitioner completing the work, the associated costs, and milestones if applicable.
- 15.3** All invoices must quote a relevant IPO Purchase Order and Contract reference number and be emailed to: REDACTED
- 15.4** Payment will be made within 30 days of receiving a valid undisputed invoice.