

## **CALL OFF SCHEDULE 2: GOODS AND SERVICES**

### **1. INTRODUCTION**

1.1 This Call Off Schedule specifies the Goods to be provided under this Call Off Contract, in Annex 2.

## **ANNEX 1: THE SERVICES**

**Not used.**

## ANNEX 2: THE GOODS

In this Annex, Luminaires shall mean “the fitting, the LED chips, as well as other components such as diffusers, batteries (batteries subject to separate warranty), in built smart technology, PIRs, Lux sensors, drivers and any software”.

The LED Lighting Specification and Contract Particulars (the “**Specification**”) as set out in Annex 3 shall be deemed incorporated into this Contract and the Supplier shall comply with the requirements of the Wholesaler contained within the Specification save where otherwise agreed by both parties at the design stage.

The Supplier shall ensure that the Goods supplied shall comply with the description in Page 9 “Lighting Wholesaler Performance Requirements”, page 16 “Lighting Luminaires types volumes” and page 17 “Smart Luminaires” of the Specification save where otherwise agreed by both parties at the design stage. The Supplier shall supply the Goods in such quantity and at such times as specified by the Customer in accordance with the agreed delivery schedule.

The Goods shall be supplied with a warranty in accordance with the description set out in Page 8 Section 1.1 of Lighting Wholesaler Warranty of the Specification “Lighting Wholesaler Warranty”. If the Luminaires fail to pass the Lighting Install Performance Tests (including any repetition thereof), any Luminaires that fail to meet such characteristics shall be replaced at no extra cost to the Customer as soon as possible and within 24 hours (wherever such timescale is possible) with Luminaires which comply with the prescribed performance characteristics. The minimum length of the warranty for the Goods shall be as stated in Call-Off Schedule 3 Annex 1 Call Off Contract Charges (Rexel Commercial Pricing Matrix)

If, following replacement, the Goods still do not pass the Lighting Installer Performance Tests then there shall be no payment for the Luminaires that fail such tests.

Where a Luminaire fails during the warranty period, the Customer shall (or shall procure that the Customer's contractor shall) return the faulty Luminaires to the Supplier who shall replace the Luminaire.

## **ANNEX 3**

### **LED Lighting Specification and Contract Particulars**



LED Lighting  
Specification and Con

**ANNEX 4**

**SUPPLIER TENDER RESPONSE**

**SEE SEPARATE ATTACHMENT**

## **CALL OFF SCHEDULE 3: CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING**

### **1. DEFINITIONS – NOT USED**

### **2. GENERAL PROVISIONS**

2.1 This Call Off Schedule details:

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

### **3. CALL OFF CONTRACT CHARGES**

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

3.2 The Supplier acknowledges and agrees that:

- 3.2.1 In accordance with paragraph 2 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 3 to Framework Schedule 3 (Framework Prices and Charging Structure) during the Call Off Contract Period;
- 3.2.2 subject to paragraph 7 of this Call Off Schedule (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period; and
- 3.2.3 where agreed by the Customer, the Call Off Contract Charges may be adjusted (up or down) following the Call Off Contract Period to allow for changes in the Supplier's cost of providing the Goods and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule to reflect such agreed variations. The Supplier shall take reasonable steps to mitigate any increases in the costs of providing the Goods.

### **4. COSTS AND EXPENSES**

4.1 The Call Off Contract Charges include all costs and expenses relating to the Goods and/or Services and/or the Supplier's performance of its obligations under this Call Off Contract and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:

- 4.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
- 4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Call Off Commencement Date,

save that additional costs and expenses may be charged to the Customer by mutual agreement in writing in respect of matters such as site surveys, storage containers on site, meetings and deliveries having to be made out of normal opening hours as well as other required exceptional expenditure. Where the parties are unable to agree any such matters the escalation process set out at Schedule 4 Part A shall apply and the Supplier agrees that it shall not cease product supply pending the resolution of any such escalation or ultimately Dispute in respect of costs and expenses in this sub-clause.

## 5. PAYMENT TERMS/PAYMENT PROFILE

5.1 The charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule. The invoicing process is set out as Annex 2 of this Call Off Schedule. The order process is set out as Annex 3 of this Call off Schedule.

## 6. INVOICING PROCEDURE

6.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 6.5 of this Call Off Schedule and in accordance with the provisions of this Call Off Contract.

6.2 The Supplier shall ensure that each invoice (whether submitted electronically or in a paper form, as the Customer may specify):

6.2.1 contains:

- (a) all appropriate references, including the unique Order reference number CPCM-0108-2020; and
- (b) a detailed breakdown of the Delivered Goods, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Goods relate, against the applicable due and payable Call Off Contract Charges; and

6.2.2 shows separately:

- (a) any Service Credits due to the Customer; and
- (b) the VAT added to the due and payable Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and

6.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and

6.2.4 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.

6.3 The Supplier shall accept the Government Procurement Card as a means of payment for the Goods and/or Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.

6.4 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Call Off Contract, in

cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

6.5 The Supplier shall submit invoices directly to:

Ministry of Justice, 102 Petty France, Westminster, London, SW1H

## **7. ADJUSTMENT OF CALL OFF CONTRACT CHARGES**

7.1 The Call Off Contract Charges shall only be varied:

- 7.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Legislative Change);
- 7.1.2 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Call Off Contract Charges and Payment) where all or part of the Call Off Contract Charges are reduced as a result of a reduction in the Framework Prices;
- 7.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Continuous Improvement);
- 7.1.4 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause and/or Clause **Error! Reference source not found.** of this Call Off Contract (Benchmarking); or
- 7.1.5 where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 8 of this Call Off Schedule.

7.2 Subject to paragraphs 7.1.1 to 7.1.5 of this Call Off Schedule, the Call Off Contract Charges will remain fixed for the Call Off Contract Period.

## **8. SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES**

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

8.2 Such assessments by the Supplier under paragraph 8 of this Call Off Schedule shall be carried out on 1 May and 1 December in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 9.1.5 of this Call Off Schedule below.

## **9. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES**

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

- 9.1.1 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Legislative Change) where an adjustment to the Call



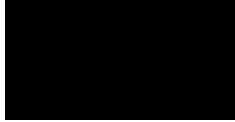
Off Contract Charges is made in accordance with paragraph 7.1.1 of this Call Off Schedule;

- 9.1.2 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 7.1.2 of this Call Off Schedule;
- 9.1.3 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Continuous Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 7.1.3 of this Call Off Schedule;
- 9.1.4 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 7.1.4 of this Call Off Schedule; or
- 9.1.5 on 1 June for assessments made on 1 May and on 1 January for assessments made on 1 December where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 7.1.5 of this Call Off Schedule.

and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule to reflect such variations.

## **ANNEX 1: CALL OFF CONTRACT CHARGES**

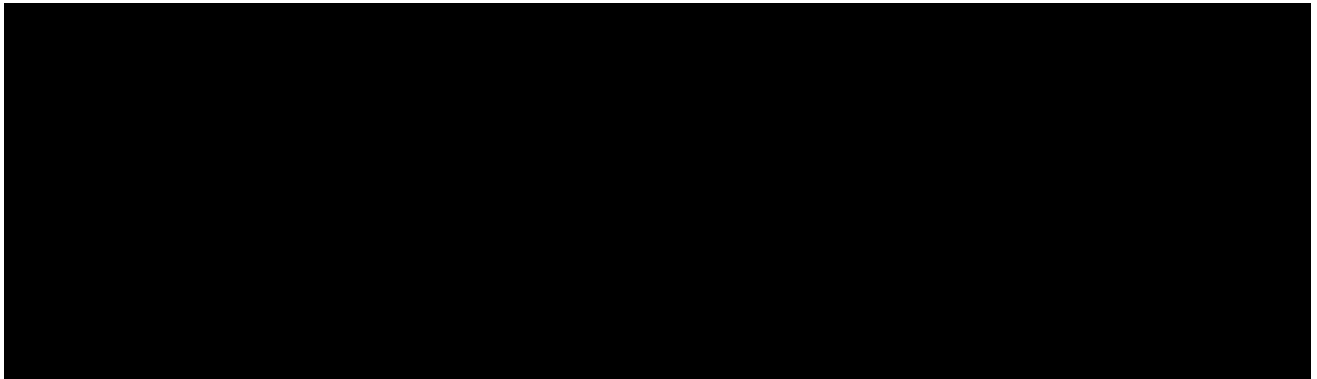
***The Call Off Contract Charges shall be as specified in Pricing Tabs 1, 2, 3, and 4 of the Rexel Commercial Pricing Matrix agreed by the parties and submitted by the Supplier on 16 October 2020 as attached to this Annex 1.***



As per the Volume 6 Pricing Matrix Discount tab, the following discount structure will apply to various thresholds of spend across the life of Contract. There is no commitment to spend at any volume in any year.

The discounts are;

- one off and not aggregated
- shall apply for each year the contract is utilised
- shall be assessed as a rebate at the end of each contract year



**ANNEX 2: INVOICING PROCESS DIAGRAM**

**SEE ATTACHED**

**ANNEX 3- ORDER PROCESS DIAGRAM**

**SEE ATTACHED**

**CALL OFF SCHEDULE 4: IMPLEMENTATION PLAN, CUSTOMER RESPONSIBILITIES AND KEY PERSONNEL**

**1. INTRODUCTION**

1.1 This Call Off Schedule specifies:

- 1.1.1 In Part A, the Implementation Plan in accordance with which the Supplier shall provide the Goods and/or Services;
- 1.1.2 In Part B, the Customer Responsibilities in respect of facilitating the Supplier's achievement of the Implementation Plan; and
- 1.1.3 In Part C, The Key Personnel and their Key Roles assigned by the Supplier to this Call Off Contract in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Key Personnel).

## PART A: IMPLEMENTATION PLAN

### 1. GENERAL

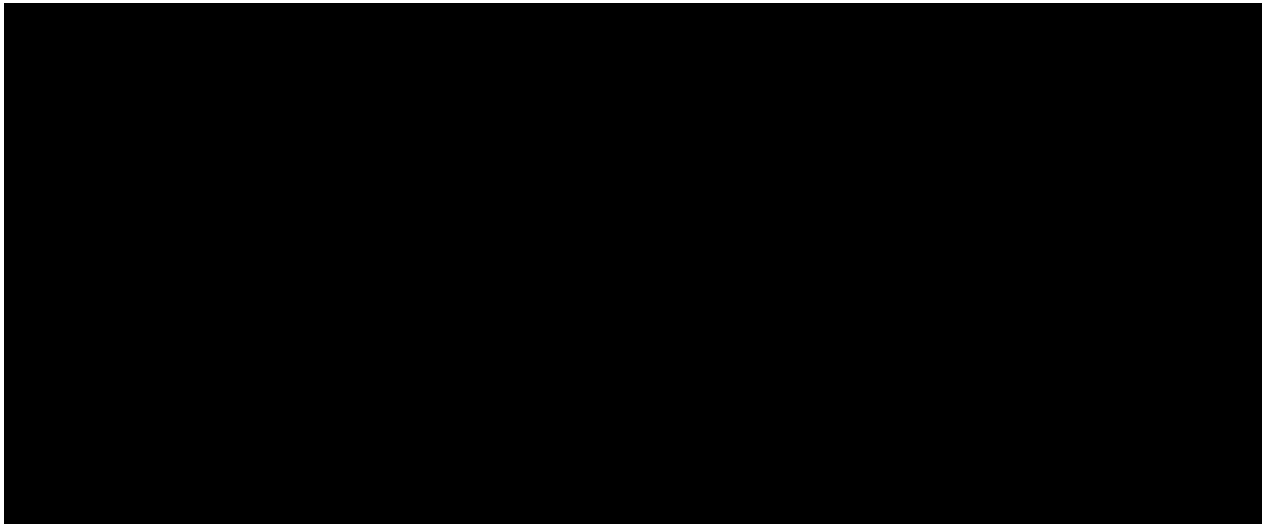
1.1 The Implementation Plan is set out in the Annex to Schedule 4 – Implementation Plan. The HMCTS Design Process is also set out in the Annex to Schedule 4.

1.2 The Supplier will ensure each Customer site has a dedicated Single Point of Contact who will be available via mobile 24/7 to handle any issues and provide support to installers. The Supplier will work with each HMCTS Project Manager to understand the individual requirements by site so we can provide the most effective support.

#### **Escalation Process in the event of Issues Arising**

If an issue arises, it will be responded to (D – A) within 48 hours during Supplier business hours, as below:

Customer Name	TIME	REXEL
A Supply Chain Manager / Director	48 hrs	<div></div> <div></div> <div></div>
B Group Buying Team	24 hrs	<div></div> <div></div>
C Site/Stores Manager	3 - 8 hrs	<div></div> <div></div>
D Authorised Signatory	2- 4 hrs	<div></div>



## **PART B: CUSTOMER RESPONSIBILITIES**

### **1. GENERAL**

1.1 The Customer Responsibilities associated with the Milestones identified in the Implementation Plan are set out below:

- *Site access and contact details.*
- *Timely updates from Site Installation programme.*
- *Safety protocols- COV19, security and other.*
- *Finance team contacts and support for setting up customer accounts.*
- *Details of site restrictions, holidays and prescribed times of delivery where applicable.*
- *Accuracy of site drawings*
- *Site and asset data.*
- *Fast response times to Supplier queries and where referred by either party always in line with the Escalation ladder at Part A paragraph 2.*
- *Once a lighting design is submitted then it shall be approved by Customer within 48 hours and a purchase order must to be placed with Supplier within 48 hours of approval to preserve the Implementation Plan timetable.*
- *Resolution of non-Supplier generated payment queries/disputes with 48 hours.*
- *To inspect the Goods and notify Supplier of any obvious external damage to Goods or packaging within 4 hours of delivery to the Site. The Customer shall notify any other damage to or loss of the goods within 3 Working Days of receipt and inspection of the goods by the customer. Damage after this period will be assumed to have occurred due to the movement/installation of the Goods on Site.*
- *48 hours' notice for Supplier to attend Testing at Supplier's discretion.*
- *If deliveries are instructed to be held and not delivered by Customer, its servants or agents due to site delays then storage and logistic charges can be applied to held deliveries on a daily basis.*

**PART C: KEY PERSONNEL – NOT USED**

**ANNEX 1 - IMPLEMENTATION PLAN**

**ANNEX 2 - HMCTS DESIGN PROCESS DIAGRAM.**

## **CALL OFF SCHEDULE 5: TESTING**

1.1 The Supplier shall be actively involved in the design process from start to finish, and all Goods shall be fully tested and compliant with the Standards prior to delivery. All Goods are CE marked and certified as fully compliant to UK standards.

1.2 Performance Tests will be undertaken on a 1% sample of the total number of Luminaires installed or, where requested by the installer, specific locations.

1.3 The Performance Tests shall be carried out by the Installer or manufacturer where appropriate against the:

- (a) Lighting Manufacturer Performance Specification as set out in the Specification
- (b) Lighting Wholesaler Performance Requirements as set out in the Specification
- (c) Lighting Installer Performance Requirements as set out in the Specification for each luminaire (or type of luminaires) and shall be reported to ENGIE.

1.4 Performance Tests shall include:

- (a) light output (measured in lux of the Luminaire that was replaced), colour temperature, glare, and colour rendering shall be as set out in the data sheets of each Luminaire type.
- (b) Power drawn from the Luminaires shall be bench tested to demonstrate that each Luminaire type meets the power consumption (measured in Watts) as specified in the Performance Specification.

1.5 Performance Tests shall be undertaken by the Customer (or its nominated contractor) within two weeks of completion of an area and a commissioning certificate for each room shall be produced (format to be agreed).



## ANNEX 1: SATISFACTION CERTIFICATE

To: [insert name of Supplier]

FROM: [insert name of Customer]

[insert Date: dd/mm/yyyy]

Dear Sirs,

### SATISFACTION CERTIFICATE

Milestones:

***[Guidance Note to Customer: Insert description of the relevant Deliverables/Milestones]***

We refer to the agreement ("**Call Off Contract**") relating to the provision of the Goods and/or [Services] between the [insert Customer name] ("**Customer**") and [insert Supplier name] ("**Supplier**") dated [insert Call Off Commencement Date dd/mm/yyyy].

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

[We confirm that all of the [Deliverables relating to Milestone(s)]/[Milestone(s)] *[insert relevant description and/or reference numbers(s) from the Implementation Plan]* have been successfully Achieved by the Supplier in accordance with the Test relevant to those Milestone(s).]

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Customer]

## **CALL OFF SCHEDULE 6: SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING**

### **1. SCOPE**

1.1 This Call Off Schedule (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels which the Supplier is required to achieve when providing the Goods and/or Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Goods and/or Services will be monitored.

1.2 This Call Off Schedule comprises:

- 1.2.1 Part A: Service Levels and Service Credits;- **Not Applicable**
- 1.2.2 Annex 1 to Part A - Service Levels and Service Credits Table;-**Not Applicable**
- 1.2.3 Annex 2 to Part A – Critical Service Level Failure; - **Not Applicable**
- 1.2.4 Part B: Performance Monitoring; and
- 1.2.5 Annex 1 to Part B: Additional Performance Monitoring Requirements.

## **PART A: SERVICE LEVELS AND SERVICE CREDITS – NOT USED**

## **PART B: PERFORMANCE MONITORING**

### **1. PRINCIPAL POINTS**

1.1 Part B to this Call Off Schedule provides the methodology for monitoring the provision of the Goods and/or Services.

### **2. PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

2.1 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed and set out below:

- 1) H & S Matters/Confirmations
- 2) Actions b/f from previous meeting Minutes
- 3) Implementation progress update
- 4) Order pipeline discussion
- 5) Installation programme update/discussion
- 6) Issues for discussion/resolution

2.2 The Parties shall attend Teams meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

- 2.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
- 2.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;
- 2.2.3 be attended by the Supplier's Representative and the Customer's Representative; and
- 2.2.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.

2.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.

2.4 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by

the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

### **3. SATISFACTION SURVEYS**

- 3.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Goods and/or Services.
- 3.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Goods and/or Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Call Off Contract.
- 3.3 All other suggestions for improvements to the provision of Goods and/or Services shall be dealt with as part of the continuous improvement programme pursuant to Clause **Error! Reference source not found.** of this Call Off Contract (Continuous Improvement).

## **ANNEX 1 TO PART B: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS**

Not used.

## **CALL OFF SCHEDULE 7: STANDARDS**

### **1. STANDARDS**

The Supplier shall comply with the standards set out on page 9 "Lighting Wholesaler Performance Requirements" of the LED Lighting Specification and Contract Particulars attached at Schedule 2 (Goods).

Where fitting for fitting product replacement only is to occur without any material re-engineering/design aspects then standard manufacturer data sheets/specifications only shall apply.

## **CALL OFF SCHEDULE 8: SECURITY**

### **1. DEFINITIONS**

1.1 In this Call Off Schedule 8, the following definitions shall apply:

**"Breach of Security"**

means the occurrence of:

- a) any unauthorised access to or use of the Goods and/or Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract,

in either case as more particularly set out in the Security Policy;

### **2. INTRODUCTION**

2.1 The purpose of this Call Off Schedule is to ensure a good organisational approach to security under which the specific requirements of this Call Off Contract will be met;

2.2 This Call Off Schedule covers:

- 2.2.1 principles of protective security to be applied in delivering the Goods and/or Services;
- 2.2.2 the creation and maintenance of the Security Management Plan; and
- 2.2.3 obligations in the event of actual or attempted Breaches of Security.

### **3. PRINCIPLES OF SECURITY**

3.1 The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Goods and/or Services, confidentiality, integrity and availability of information and consequently on security.

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

- 3.2.1 is in accordance with the Law and this Call Off Contract;
- 3.2.2 as a minimum demonstrates Good Industry Practice;
- 3.2.3 complies with the Security Policy;
- 3.2.4 meets any specific security threats of immediate relevance to the Goods and/or Services and/or the Customer Data; and
- 3.2.5 complies with the Customer's ICT policies.

3.3 Subject to Clause **Error! Reference source not found.** of this Call Off Contract (Security and Protection of Information) the references to standards, guidance and policies contained or set out in paragraph 3.2 of this Call Off Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

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

#### **4. SECURITY MANAGEMENT PLAN**

##### **4.1 Introduction**

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

##### **4.2 Content of the Security Management Plan**

4.2.1 The Security Management Plan shall:

- (a) comply with the principles of security set out in paragraph 3 of this Call Off Schedule and any other provisions of this Call Off Contract relevant to security;
- (b) identify the necessary delegated organisational roles defined for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Goods and/or Services, processes associated with the provision of the Goods and/or Services, the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;
- (d) unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services, including the Authority Premises, the Sites, and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Goods and/or Services;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Goods and/or Services and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Goods and/or Services comply with the provisions of this Call Off Contract;



- (f) set out the plans for transiting all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Call Off Contract and the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the provision of the Goods and/or Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Call Off Schedule.

#### 4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Call Off Commencement Date (or such other period agreed by the Parties in writing) and in accordance with paragraph 4.4 (Amendment and Revision), the Supplier shall prepare and deliver to the Customer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Customer in accordance with paragraph 4.3.1, or any subsequent revision to it in accordance with paragraph 4.4 (Amendment and Revision), is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Call Off Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days or such other period as the Parties may agree in writing of a notice of non-approval from the Customer and re-submit to the Customer for Approval. The parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the Customer. If the Customer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Customer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to paragraph 4.3.2. However a refusal by the Customer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Customer of the Security Management Plan pursuant to paragraph 4.3.2 of this Call Off Schedule or of any change to the Security Management Plan in accordance with paragraph 4.4 shall not relieve the Supplier of its obligations under this Call Off Schedule.

#### 4.4 Amendment and Revision of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
  - (a) emerging changes in Good Industry Practice;
  - (b) any change or proposed change to the Goods and/or Services and/or associated processes;
  - (c) any change to the Security Policy;

- (d) any new perceived or changed security threats; and
  - (e) any reasonable change in requirements requested by the Customer.
- 4.4.2 The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Customer. The results of the review shall include, without limitation:
  - (a) suggested improvements to the effectiveness of the Security Management Plan;
  - (b) updates to the risk assessments; and
  - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with paragraph 4.4.1, a request by the Customer or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved by the Customer.
- 4.4.4 The Customer may, where it is reasonable to do so, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Call Off Contract.

## **5. BREACH OF SECURITY**

- 5.1 Either party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan if one exists) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 5.1, the Supplier shall:
  - 5.2.1 immediately take all reasonable steps(which shall include any action or changes reasonably required by the Customer) necessary to:
    - (a) minimise the extent of actual or potential harm caused by any Breach of Security;
    - (b) remedy such Breach of Security to the extent possible and protect the integrity of the Customer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
    - (c) prevent an equivalent breach in the future exploiting the same root cause failure; and
    - (d) as soon as reasonably practicable provide to the Customer, where the Customer so requests, full details (using the reporting mechanism defined by the Security Management Plan if one exists) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Customer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security policy or the requirements of this Call Off Schedule, then any required change to the Security Management Plan shall be at no cost to the Customer.

## **ANNEX 1: SECURITY POLICY**

Ministry of Justice Security Breach Policy Statement April 2014 Revision, or such updated version as provided by the Supplier to the Customer from time to time.



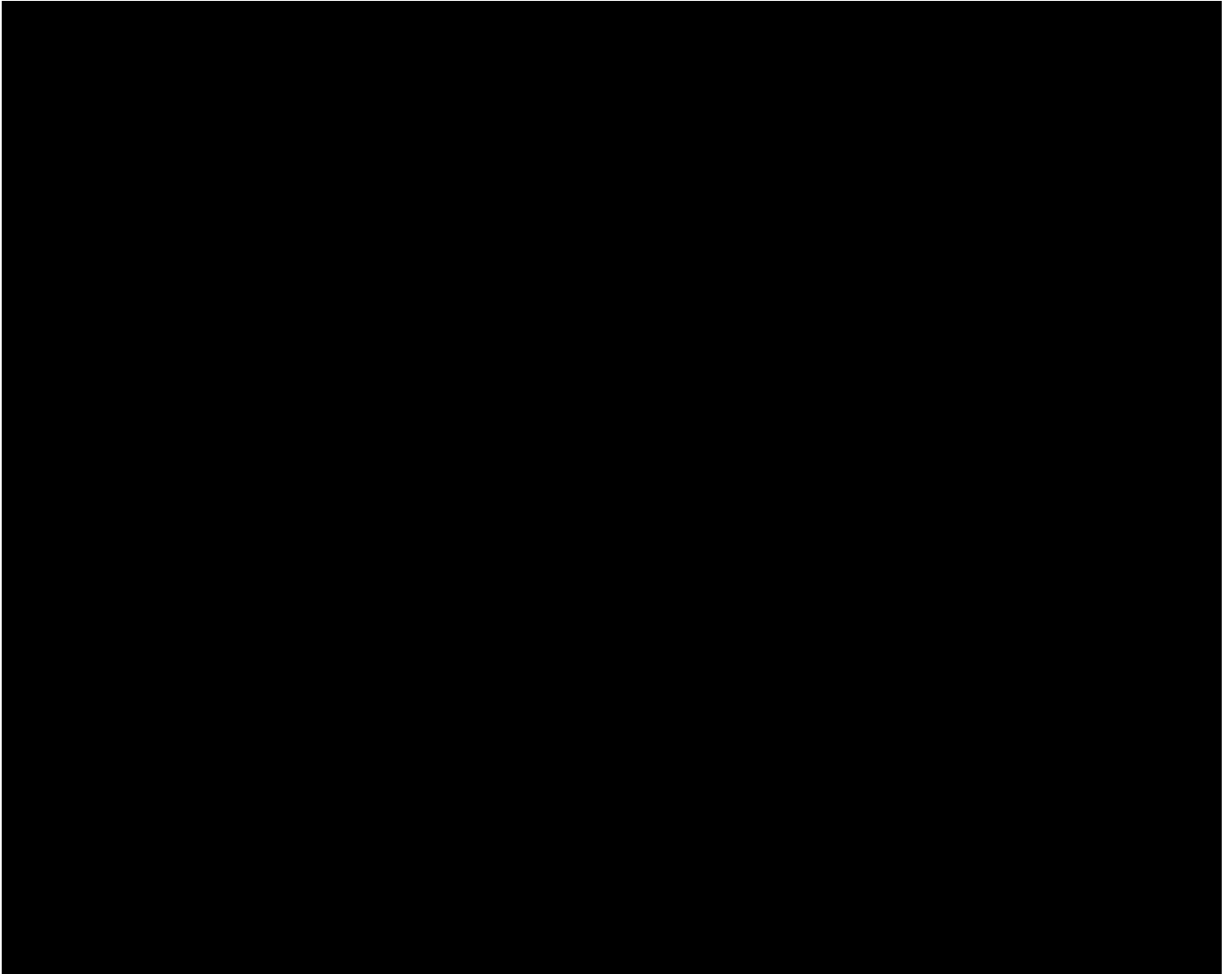
security breach  
policy.pdf

## **ANNEX 2: SECURITY MANAGEMENT PLAN**

**NOT USED**

## **CALL OFF SCHEDULE 9: BUSINESS CONTINUITY AND DISASTER RECOVERY**

The Supplier shall maintain a Business Continuity Plan (BCP) to identify, mitigate and manage risks, including in relation to the COVID-19 pandemic and the United Kingdom's exit from the European Union. The Supplier shall maintain a project specific risk register detailing risk; impact of risk; risk probability; risk impact and scenario mitigation strategy. As at the Commencement Date, the risk register is as follows:



**CALL OFF SCHEDULE 10: EXIT MANAGEMENT**  
**NOT USED**

**CALL OFF SCHEDULE 11: STAFF TRANSFER**

**NOT USED**



## CALL OFF SCHEDULE 12: DISPUTE RESOLUTION PROCEDURE

### 1. DEFINITIONS

1.1 In this Call Off Schedule 12, the following definitions shall apply:

<b>"CEDR"</b>	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
<b>"Counter Notice"</b>	has the meaning given to it in paragraph 6.2 of this Call Off Schedule;
<b>"Exception"</b>	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Goods and/or Services;
<b>"Expert"</b>	the person appointed by the Parties in accordance with paragraph 5.2 of this Call Off Schedule 12; and
<b>"Mediation Notice"</b>	has the meaning given to it in paragraph 3.2 of this Call Off Schedule;
<b>"Mediator"</b>	the independent third party appointed in accordance with paragraph 4.2 of this Call Off Schedule 12.

### 2. INTRODUCTION

2.1 If a Dispute arises then:

- 2.1.1 the representative of the Customer and the Supplier Representative shall attempt in good faith to resolve the Dispute; and
- 2.1.2 if such attempts are not successful within a reasonable time either Party may give to the other a Dispute Notice.

2.2 The Dispute Notice shall set out:

- 2.2.1 the material particulars of the Dispute;
- 2.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
- 2.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 2.6 of this Call Off Schedule, the reason why.

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

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

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

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

### 3. COMMERCIAL NEGOTIATIONS

- 3.1 Following the service of a Dispute Notice, the Customer and the Supplier shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the Customer's Contract Manager and the Supplier's Contract Manager.
- 3.2 If:
- 3.2.1 either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution;
  - 3.2.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 3 of this Call Off Schedule; or
  - 3.2.3 the Parties have not settled the Dispute in accordance with paragraph 3.1 of this Call Off Schedule within thirty (30) Working Days of service of the Dispute Notice,
- either Party may serve a written notice to proceed to mediation (a "**Mediation Notice**") in accordance with paragraph 4 of this Call Off Schedule.

#### **4. MEDIATION**

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

#### **5. EXPERT DETERMINATION**

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

#### **6. ARBITRATION**

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

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

6.3 If:

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

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

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

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

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

6.4.2 the arbitration shall be administered by the LCIA;

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

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

6.4.5 the chair of the arbitral tribunal shall be British;

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

6.4.7 the seat of the arbitration shall be London.

## **7. URGENT RELIEF**

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

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

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

### CALL OFF SCHEDULE 13: VARIATION FORM

No of Order Form being varied:

.....

Variation Form No:

.....

BETWEEN:

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

and

[insert name of Supplier] ("**the Supplier**")

1. This Call Off Contract is varied as follows and shall take effect on the date signed by both Parties:

**[Guidance Note: Insert details of the Variation]**

2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
3. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature

Date

Name (in  
Capitals)

Address

---

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

Signature

Date

Name (in  
Capitals)

Address

**CALL OFF SCHEDULE 14: ALTERNATIVE AND/OR ADDITIONAL CLAUSES**

**NOT USED**

**CALL OFF SCHEDULE 15: MOD DEFCONS AND DEFFORMS**

**NOT USED**



## CALL OFF SCHEDULE 16: PROCESSING DATA

### Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Call Off Contract dictates the status of each party under the GDPR. A Party may act as:
  - (a) "Controller" in respect of the other Party who is "Processor";
  - (b) "Processor" in respect of the other Party who is "Controller";
  - (c) "Joint Controller" with the other Party;
  - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",  
  
in respect of certain Personal Data under this Call Off 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

2. 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.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Call Off Contract:
  - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required

the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 34.6 of the Call Off Contract, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that :
  - (i) the Processor Personnel do not Process Personal Data except in accordance with the Call Off Contract (and in particular Annex 1 (*Processing Personal Data*));
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this Schedule 16 and Clause 34.6 (*Data protection*);
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Call Off Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Call Off Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Schedule 16, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Call Off Contract it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Call Off Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
7. The Processor's obligation to notify under paragraph 6 of this Schedule 16 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Schedule 16 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 16. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:
  - (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 16 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Customer may, at any time on not less than 30 Working Days' notice, revise this Schedule 16 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 Call Off Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Call Off Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Schedule 16 (*Processing Data*).

## Independent Controllers of Personal Data

17. 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.
18. 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.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Schedule 16 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.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Call Off Contract.
21. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Call Off Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Call Off Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. 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 Call Off Contract (**“Request Recipient”**):

- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. 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 Call Off Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Call Off Contract as specified in Annex 1 (*Processing Personal Data*).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Call Off Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Schedule 16 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Schedule 16.

## 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 Customer at its absolute discretion.

- 1.1 The contact details of the Customer's Data Protection Officer are: **[Insert Contact details]**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 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 Customer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• <i><b>[Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Customer]</b></i></li></ul> <p><b>The Supplier is Controller and the Customer is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Customer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"><li>• <i><b>[Insert the scope of Personal Data which the purposes and means of the Processing by the Customer is determined by the Supplier]</b></i></li></ul> <p><b>The Parties are Joint Controllers</b></p>

	<p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <i><b>[Insert</b> the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Customer (excluding the Supplier Personnel) engaged in the performance of the Customer's duties under the Call Off Contract) for which the Customer is the Controller,</i></li> <li>• <i><b>[Insert</b> the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Customer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Customer]</i></li> </ul> <p><i><b>[Guidance</b> where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>



<p>Nature and purposes of the Processing</p>	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
<p>Type of Personal Data</p>	<p><i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i></p>
<p>Categories of Data Subject</p>	<p><i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></p>

## **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 2-15 of Schedule 16 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Schedule 16 (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 Customer:

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

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

### **2. Undertakings of both Parties**

2.1 The Supplier and the Customer each undertake that they shall:

- (a) report to the other Party every 6 months on:
  - (i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
  - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

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

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under the Call Off Contract or is required by Law). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) 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:
  - (i) are aware of and comply with their duties under this Annex 2 (Data Sharing Agreement) and those in respect of Confidential Information
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where that Party would not be permitted to do so;

- (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Law;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (i) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

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

### **3. Data Protection Breach**

3.1 Without prejudice to Paragraph 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 Customer and its advisors with:

- (a) 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;
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Customer to assist in the investigation, mitigation and remediation of a Personal Data Breach;

- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a 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:

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

#### **4. Audit**

4.1 The Supplier shall permit:

- (a) the Customer, or a third-party auditor acting under the Customer's direction, to conduct, at the Customer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Customer, or a third-party auditor acting under the Customer'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 GDPR by the Supplier so far as relevant to the Call Off Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

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

#### **5. Impact Assessments**

5.1 The Parties shall:

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

## 6. ICO Guidance

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

## 7. Liabilities for Data Protection Breach

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

- (a) if in the view of the Information Commissioner, the Customer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Customer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Customer, then the Customer shall be responsible for the payment of such Financial Penalties. In this case, the Customer 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 Customer 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;
- (b) 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 Customer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Customer 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
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Customer and the Supplier shall work together to investigate 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 Call Off Schedule 12.

7.2 If either the Customer 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.

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**"):

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

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Customer 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 Customer.

## **9. Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Control Memorandum of Understanding*), the Customer shall be entitled to terminate the Call Off Contract by issuing a Termination Notice to the Supplier in accordance with Clause 32.2.

## **10. Sub-Processing**

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

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

## **11. 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 Call Off Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.



## CALL OFF SCHEDULE 17: TRANSPARENCY REPORTS

### 1. TRANSPARENCY REPORTS

1.1 Within three (3) months of the Call Off Commencement Date the Supplier shall provide to the Customer for its approval (such approval not to be unreasonably withheld or delayed)

draft reports in accordance with Annex 1 (once approved, the “**Transparency Reports**”).

1.2 If the Customer rejects any draft Transparency Report, the Supplier shall submit a revised version of the relevant report for further approval by the Customer within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Customer. If the Parties fail to agree on a draft Transparency Report the Customer shall determine what should be included.

1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Customer at the frequency referred to in Annex 1.

1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.

1.5 The requirements for Transparency Reports are in addition to any other reporting requirements in this Call Off Contract.

ANNEX 1: TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
<i>(Performance)</i>			
<i>(Charges)</i>			
<i>(Major sub- contractors)</i>			
<i>(Technical)</i>			
<i>(Performance management)</i>			

**For and on behalf of the Supplier:**

Name and Title	
Signature	
Date	

Name and Title	
Signature	
Date	

**For and on behalf of the Customer:**

Name and Title	
Signature	
Date	



**HM Courts &  
Tribunals Service**

# **NON- PRICE QUALITY RESPONSE DOCUMENT (QRD)**

**Further Competition using Crown Commercial Service Construction  
Products Consumables and Materials Framework RM3837**

**Call-Off Contract for the Supply of LED Lighting to Her Majesty's  
Courts and Tribunals Service**

**LOT 3: Electrical**

**ITT Reference Number: 4537**

## Section 1 – Delivery of Goods

Bidders are able to propose their rational for the proposal of particular fitting manufacturers. HMCTS would like to ensure that the LED fittings:

- Are truly sustainable; that they don't just focus on environmental aspects like Watts reduction to deliver carbon savings but also on other aspects of sustainability such as;
  - Environmental: waste, recycling, maximising the life of plastic components so they are only buying fittings once
  - Social: creation of local jobs and better working environments
  - Economic: stimulation of UK manufacturing creating credible long-term employment in the UK supply chain
- Future proof their portfolio by using a limited number of fitting types and manufacturers being deployed. We would therefore like to see no more than four (4) manufacturers proposed in order that it provides some consistency to the lighting equipment deployed across it's estate. Please note that where Bidders feel four (4) manufacturers will not be sufficient this should be clarified prior to submitting any tender.

**Question Weighting: 20%**

Bidders are to provide their rationale for the selection of each of the lighting types included within their proposal. Bidders are to provide an overview of the sustainability credentials of the proposed manufacturer(s), and how the fittings will ensure the lowest whole life cost and how they meet HMCTS environmental considerations.

*Word Count limit: 500 (excluding graphics)*

For each proposed fitting a data sheet should be provided.

(data sheets will not form part of the word count)

[Bidder to Insert Response Here]

[illegible]

[REDACTED]

[REDACTED]

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**Q2 - Capacity**

HMCTS's plan is to deliver a programme of LED lighting upgrades across its estate before 31<sup>st</sup> March 2021. It is therefore critical to understand the Bidder's capacity to deliver against the requirements and timescales. It is expected that installation works will commence before Christmas and continue on until 31<sup>st</sup> March. Bidders are required to confirm that they can support this based on the indicative volumes within the Pricing Matrix that will be required.

**Question 2: Capacity****Question Weighting: 30%****Question:**

Bidders are to provide their proposal for how they will deliver the volumes in the timescales involved, as per specification;

*Word count limit: 1000*

- General approach to managing stock and liaison with HMCTS and its FM Contractor (ENGIE) taking note of the proposed process for "Application for lighting stock" set out in the Specification and Contract Particulars
- Confirmation that the volume can be delivered within the timescales detailing the output capacity of each proposed manufacturer each month between November and March
- Approach to innovation and collaboration with manufacturers to streamline the order, manufacture and stockholding process. To ensure that the stock is delivered to site on time and ensure it is right first time, together with any comments on the Application for lighting stock
- Proposal for mitigating risks for the delivery of the required capacity
- Approach to dealing with external influences such as COVID and Brexit

[REDACTED]

[REDACTED]

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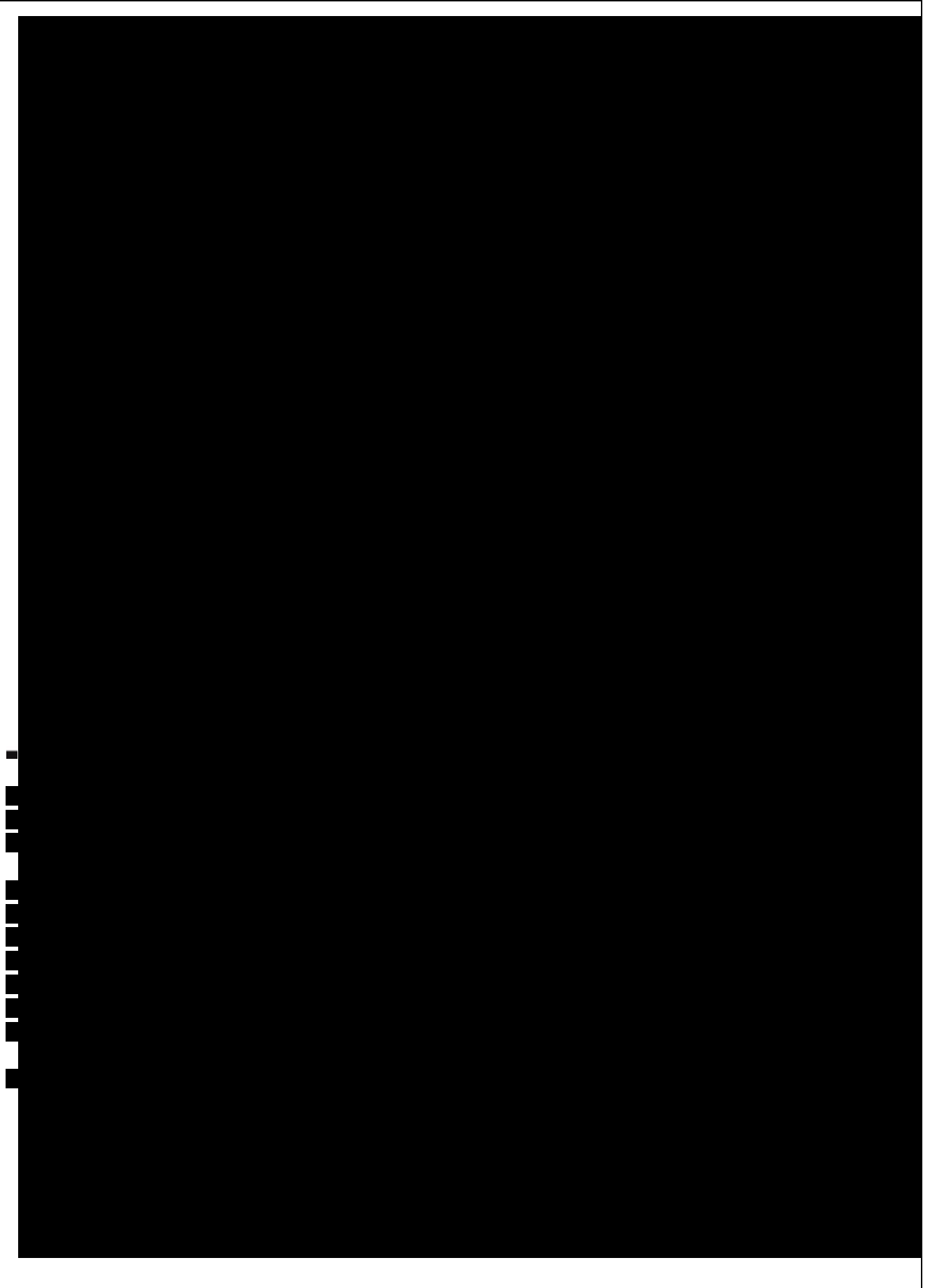
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[Word Count 1000]

### Q3 - Management

HMCTS requires the successful Bidder to interface directly with its FM Contractor (ENGIE), who will be project managing the works. In addition, the successful Bidder will be required to agree to the proposed process for how the supply of fittings will be managed based on the Installer requirements. There will be a requirement to work closely with the FM Contractor and their Installers to ensure the project programme is not impacted.

#### Question 3: Management

**Question Weighting: 30%**

#### Question:

Bidders are to provide their proposal for how they will manage the service for the supply of Luminaires

*Word count limit: 500*

#### Instructions and Guidance for Bidders:

In responding to this question, the Bidder as a minimum must:

- General approach to liaison with their proposed Manufacturer(s), HMCTS, its FM Contractor and the FM Contractors Installer
- Proposal for any managing and mitigating risks to the programme
- Proposal for how the installers will make applications for stock of lighting and how this process will work in practice as well as quality control processes
- Approach to innovation and collaboration with manufacturers to streamline the order, manufacture and stockholding process. To ensure that the stock is delivered to site on time and is right first time, together with any comments on the Application for lighting stock

## Commercial and Contract Management (CCM) Directorate

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[REDACTED]

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#### Q4 - Support during installation

Due to the nature of how this work is being contracted, HMCTS will require the successful Bidder to work with the Engie's nominated Installers seamlessly. The key difference being that HMCTS will be paying the invoice and hold the warranty provisions for the Luminaires. The Bidder is to note that any support in training for installation and commissioning shall be included as part of their unit costs for Luminaires.

HMCTS is also interested in any innovative proposals that the Bidder can offer to for recycling of the redundant assets.

#### Question 4: Support during installation

**Question Weighting: 10%**

##### Question:

Bidders are to provide their proposal for how they will provide support to HMCTS and its FM Contractor during Installation

*Word count limit: 500*

##### Instructions and Guidance for Bidders:

In responding to this question, the Bidder as a minimum must:

- Proposals for management of logistics of getting the fittings to site on time as per the Installers requirements
- Any proposals for removal and recycling of construction waste
- Any proposals for providing a design support service
- Proposals for support during installation
- Proposals for support during commissioning

[Bidder to Insert Response Here]



[Redacted Content]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Word Count Limit: 500]

### **Q5 - Support after Installation**

Due to the nature of how this work is being contracted we will require the successful Bidder to work with the FM Contractor post installation regarding any warranty provisions for the Luminaires as well as any on-going support for building users. The Tender is to note that any support in training for use of the system and any software costs for operating the system shall be included as part of their unit costs of Luminaires.

#### **Question 5: Support after Installation**

**Question Weighting: 10%**

##### **Question:**

Bidders are to provide their proposal for how they will provide support to HMCTS and its FM Contractor after Installation.

*Word Count limit: 500*

##### **Instructions and Guidance for Bidders:**

When responding to this question, the Bidder as a minimum must include:

- Proposals for support during operation and training to building operatives in particular where there are any smart light fittings used
- Proposals for how to facilitate any warranty replacements over the life
- Access to equipment etc to make changes to fittings under BAU situations including any wireless interface that enables changes to be made remotely without the need for disruptive access equipment as well as any other innovations for reducing operational disruption and costs

[Bidder to Insert Response Here]

[Redacted Content]

[Word Count 500]

## Section 2 – Terms

### Question 6: Acceptance of Volume 4: Terms and Conditions

#### Question Weighting: Pass/Fail

Instructions and Guidance for Bidders:

A) The Bidder is required to confirm that they accept the terms and conditions set out by the Buyer for this Competition.

YES

B) Applicable only where the response to A) is 'No':

If the response to question A) above is 'NO' then the Bidder is required to provide Buyer with the following information:

- Which clause(s) they do not accept
- An explanation of why they do not accept the clause(s)
- Proposed amendments for consideration by the Buyer

(Pass/Fail)

[Bidder to Insert Response Here]

A) The Bidder is required to confirm that they accept the terms and conditions set out by the Buyer for this Competition.



B)

**Which clause(s) you do not accept:**

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LED Lighting to HMCTS

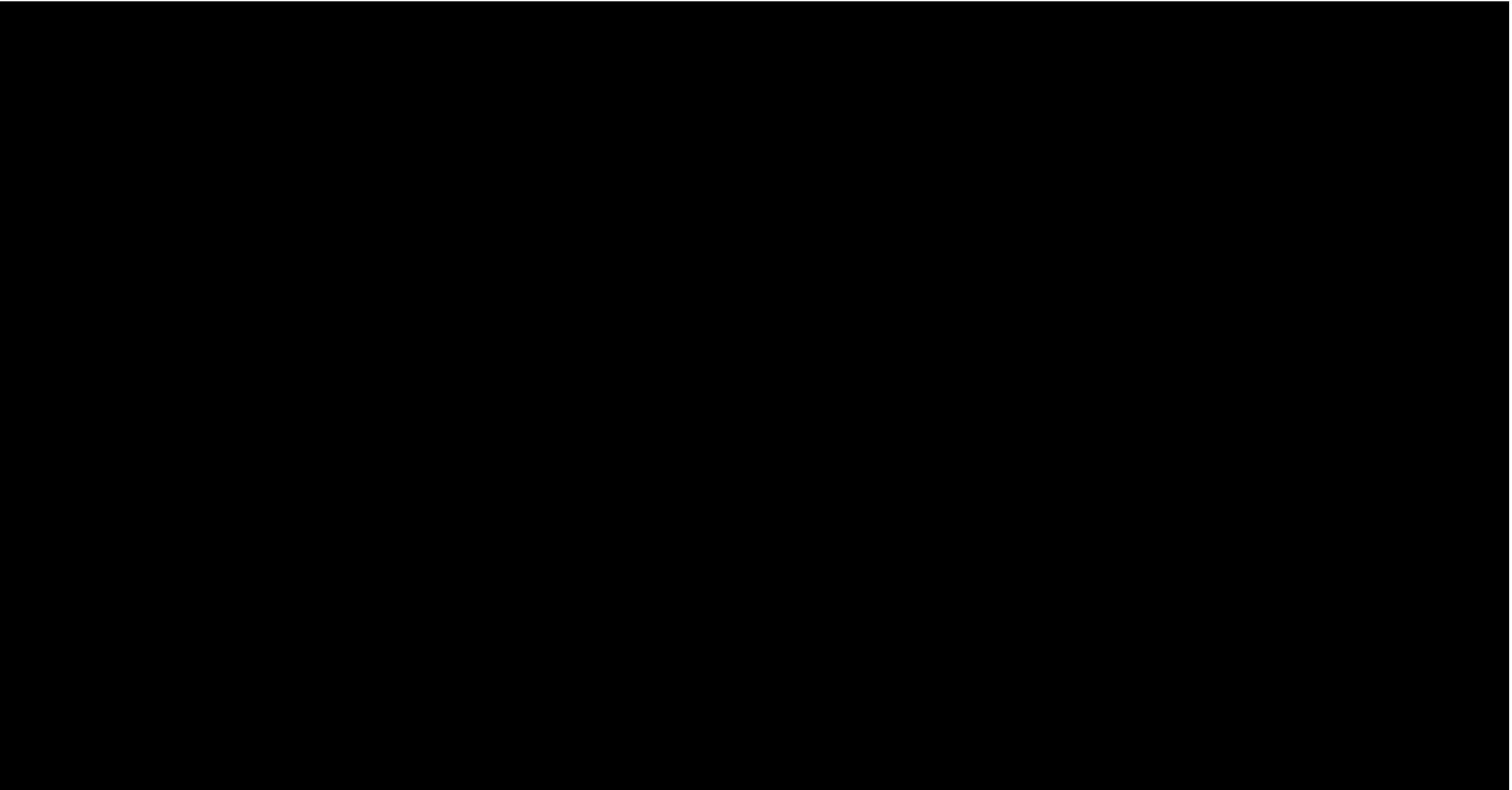
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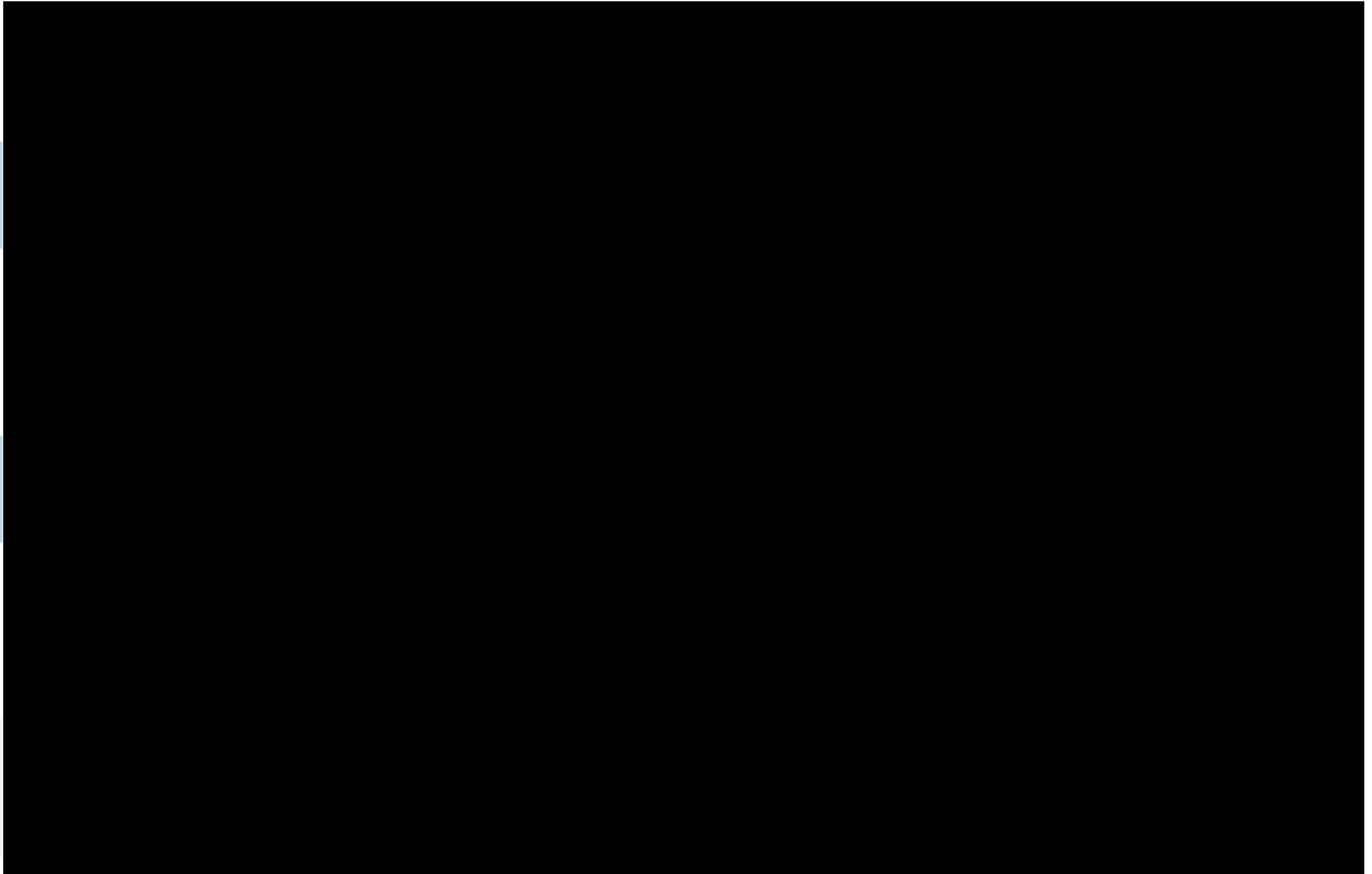
**Explanation of why you do not accept the clauses(s):**

**Proposed amendments for consideration by the Buyer:**

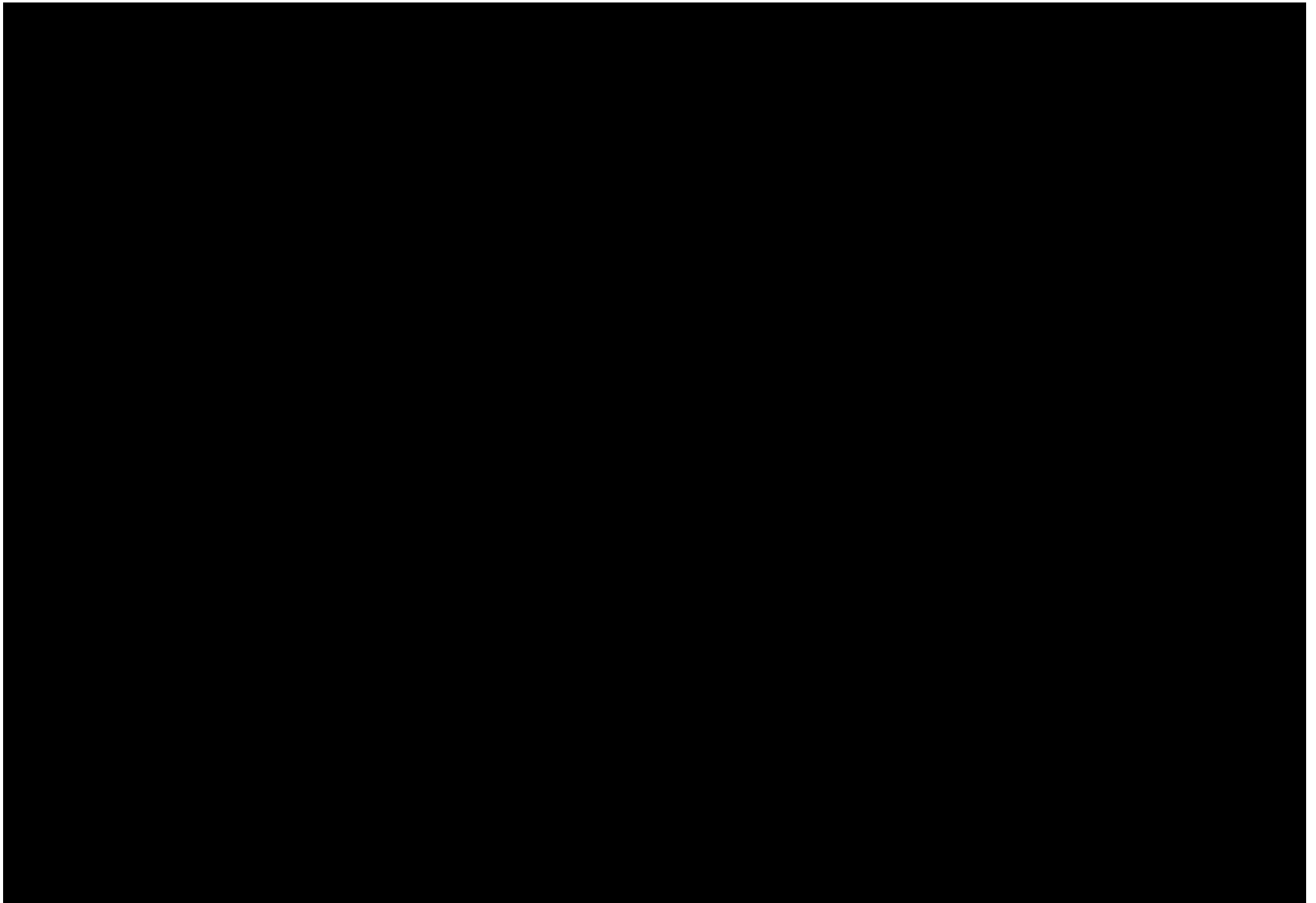
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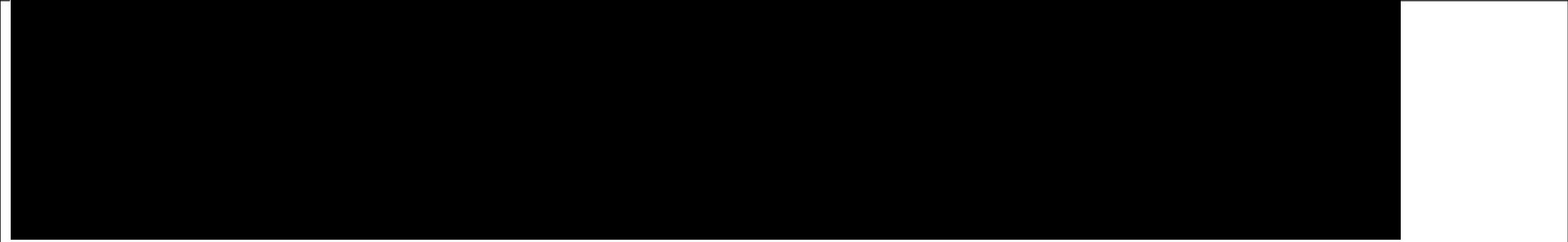
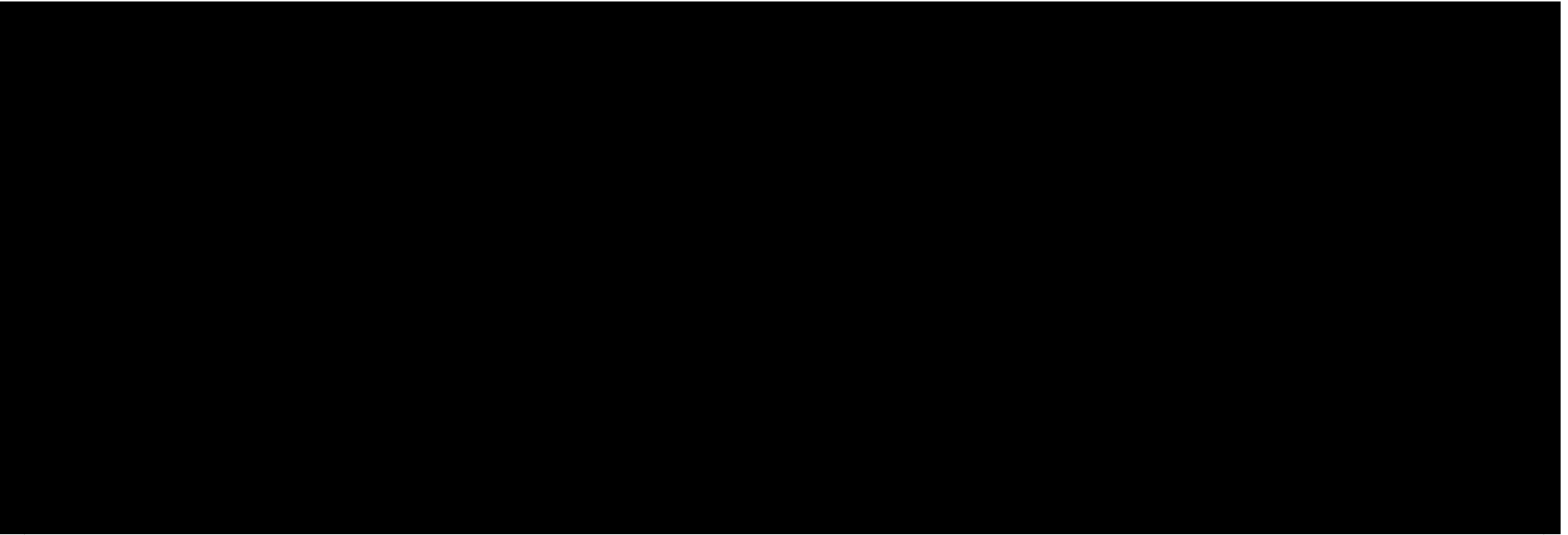
## HMCTS Invoice Process

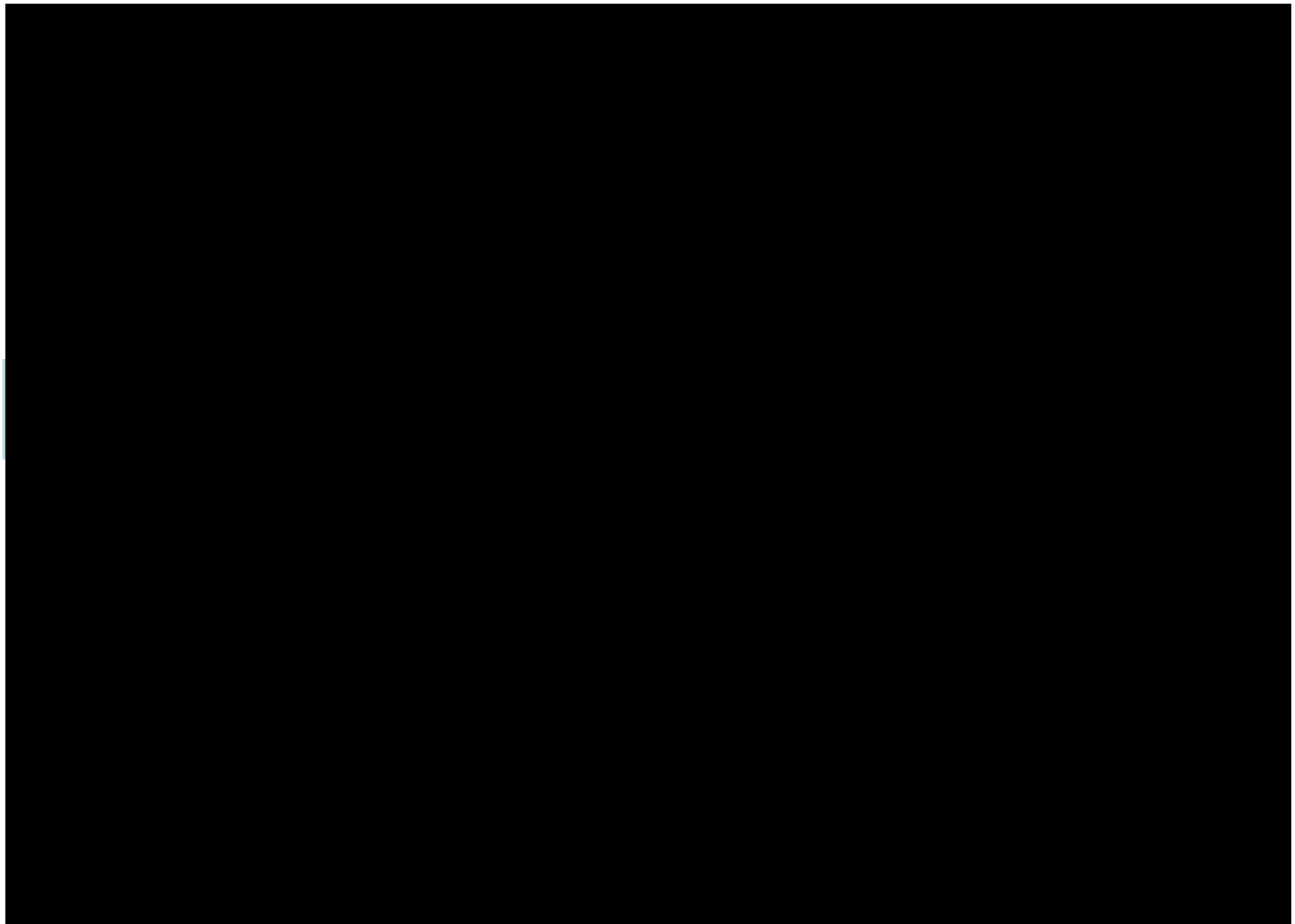














# Ministry of Justice

## Security Breach Policy

### Policy Statement

This statement provides an overview of the Ministry of Justice Corporate Security Breach Policy, which applies across the entire estate, including the Ministry's agencies and other related offices.

The Ministry of Justice takes its responsibilities to security seriously and all of its employees, including contractors and agency staff have a duty to comply with its security policies. These policies exist to:

- Protect employees, visitors and service users from injury or harm
- Protect our assets from loss or damage, and thereby, and
- Enable us to maintain business continuity and public confidence.

A security breach is defined as any violation of these responsibilities. This includes a range of behaviour from failing to wear security access passes in pass controlled buildings, failing to comply with clear desk policies, failing to protect sensitive information and assets and passing on sensitive data to third parties without the proper authority, (this list is not comprehensive). Such behaviour constitutes a form of misconduct that may then result in disciplinary action being taken against an employee in accordance with the Ministry's Disciplinary Policy. Failure of a contractor to comply could lead to the cancellation of a contract. In certain circumstances, legal action may also be taken.

### Scope

- Each agency and business area within the Ministry of Justice is responsible for developing arrangements for applying the principles of this policy.

### Principles

1. All employees, including contractors and agency staff, will observe security policies. This includes adherence to the requirements of the Official Secrets Act, Civil Service Code of Conduct, Ministry of Justice Security and IT policies, and any local or agency level security instructions.
2. Across the Ministry's estate there must be arrangements in place to ensure the effective identification and investigation of security breaches, whether committed by employees or other persons. These must be recorded centrally as security incidents to ensure trends are identified and if necessary analysed to ensure adequacy of controls.
3. Each organisation across the Ministry's estate should publish specific guidance to ensure its managers and all employees clearly understand that a breach of their security responsibilities will constitute a form of misconduct (and define whether this constitutes minor, serious or gross misconduct). Managers must then decide whether to take disciplinary action according to Ministry of Justice (or NOMS) HRD policies considering the following factors:
  - the damage or potential damage of the breach
  - any level of intent (including decisions to ignore a problem or issue or deliberately leak sensitive information), and
  - whether a previous warning was given to the employee.

## **Roles and Responsibilities**

Everyone has a role to play in ensuring that we work in a safe and secure environment and that the data and other sensitive assets we manage are correctly protected. Security procedures apply equally to all who work in the Ministry of Justice, including ministers, special advisors, permanent secretaries, judicial officers, contractors and other staff.

## **Security Breaches and the Discipline Policy**

The disciplinary policy exists to maintain good working practices and standards of conduct throughout the Ministry of Justice and its principal objective is to encourage improvements in personal conduct rather than to impose penalties on individuals. This policy applies to all employees, although those on probation will have disciplinary matters dealt with under the probation policy.

Security breaches resulting from an infringement of the security policy may lead to the issue of a breach notice. And this, subject to the circumstances, could then initiate the commencement of disciplinary procedures. To assist managers some examples of security breaches and the level of significance follow. This list is not exhaustive and is for general guidance only. Each case should be judged according to the level of misconduct, particularly where the behavior is repeated or considered to be deliberate. Advice on when it is appropriate to use the Discipline Policy can be obtained from Human Resources Directorate.

### ***Minor Misconduct***

- Loss of a building pass, ID card or other security card
- Failure to wear security passes in pass controlled buildings
- Not locking workstations when away from desks
- Failure of security cleared personnel to inform managers of a change in personal circumstances, for example, marriage, change of address or divorce, etc

### ***Serious Misconduct***

- Misuse of building/security passes ('borrowing' or 'lending' passes to others, particularly Palace of Westminster passes or those that gain access to sensitive areas)
- Sharing ICT passwords
- Failure to secure documents classified at Official level
- Negligence leading to the loss of classified documents or assets at Official level
- Non-compliance leading to the loss or unauthorized release of significant amounts of personal data
- Failure to lock security cabinets
- Negligence leading to the loss of portable assets, including laptops, mobile telephones, BlackBerrys and similar valuable transportable property
- Taking portable IT or telephony equipment out of the UK without the appropriate level of authority
- Misuse of assets or sensitive information (see also Gross Misconduct)
- Failure of security cleared personnel to inform managers of a significant change in personal circumstances, for example, civil proceedings, an arrest or criminal conviction (including an arrest or criminal conviction of a partner or other close relative)

### ***Gross Misconduct***

- Unauthorized disclosure of classified material to third parties
- Negligence and non-compliance leading to breach of security related to SECRET, TOP SECRET and 'STRAP' material.
- Any criminal act, including fraud, theft, assault, etc
- Serious breaches of web browsing and IT/electronic communications policy