

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

Order Form

CALL-OFF REFERENCE:	21_09_03
THE BUYER:	NHS Business Services Authority
BUYER ADDRESS	Stella House, Goldcrest Way, Newburn Riverside, NE15 8NY
THE SUPPLIER:	Duradiamond Healthcare (trading as Health Partners OH Limited)
SUPPLIER ADDRESS:	10 Queen Street Place, London, EC4R 1AG
REGISTRATION NUMBER:	10284664
DUNS NUMBER:	221943235
SID4GOV ID:	232895362

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated (TBD)

It's issued under the Framework Contract with the reference number CCS RM6182 for the provision of Occupational Health Services on a National Basis.

CALL-OFF LOT(S):
Lot 2, Occupational Health on a National Basis

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6182.
3. Call-Off Schedule 20 (Call-Off Specification).
4. Call-Off Schedule 4 (Call-Off Tender)
5. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6182
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 7 (Financial Difficulties)
 - o ~~Joint Schedule 8 (Guarantee)~~ Not Used
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)
 - o Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6182
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call- Off Schedule 5 (Pricing Details)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call0Off Schedule 9 (Security)
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 12 (Clustering)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 14 (Service Levels)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 16 (Benchmarking)
 - o ~~Call-Off Schedule 17 (MOD Terms)~~ – Not Used
 - o Call-Off Schedule 18 (Background Checks)
 - o ~~Call-Off Schedule 19 (Scottish Law)~~ Not Used
 - o ~~Call Off Schedule 21 (Northern Ireland Law)~~ Not Used
 - o ~~Call Off Schedule 23 (HMRC Terms)~~ Not used

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6. CCS Core Terms (version 3.0.8)
7. Joint Schedule 5 (Corporate Social Responsibility) RM6182
8. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

Special Term 1 – Call off Schedule 1 (Transparency Reports) - please refer to Annex A of the schedule

Special Term 2 – Call off Schedule 2 (Staff Transfer) – please refer to schedule

Special Term 3 – Call off Schedule 8 (Business Continuity and Disaster Recovery) Change to section 6, paragraph 6.1.1 (changing the period for exit plan updates from 6 months to 12 months)

Special Term 4 – Call off Schedule 9 (Security) Short Form selected please refer to Schedule

Special Term 5 – Call off Schedule 10 (Exit Management) amendment to paragraph 4.4.1 (a) (changing the period for exit plan updates from 6 months to 12 months)

Special term 6 – Call off Schedule 12 (Clustering) – Cluster Members added – please refer to Schedule

Special Term 7 – Call off Schedule 13 (Implementation Plan and Testing) – Key Milestones added and amendment to paragraph 2.1. Start Date changed to Effective date. Provided timescales for implementation in section 7. please refer to Schedule

Special Term 8- Call off Schedule 14 (Service Levels) Changes to Service Levels. The Parties agree to review and if applicable, adjust the Service Levels if they are no longer appropriate because of an increase in service usage levels. Either Party may, at any time upon notice to the other Party, initiate negotiations to review Service Levels. Should such notice be served, the Parties shall enter into good faith negotiations which shall commence within thirty (30) days' following the date of notice. Please refer to Schedule

Special Term 9 - Call off Schedule 15 (Call off Contract Management) – Frequency of review meetings, specified members and location, please refer to Schedule.

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Special term 10 - Call off Schedule 20 (Call off Specification) Specification for Service included please refer to Schedule

Special term 11 - Joint Schedule 7 (Financial Difficulties) Credit rating baseline score included, please refer to Schedule

Special term 12 - Joint Schedule 11 (Processing Data) Details regarding processing data included. Section 5(d) has been amended to reflect the UK leaving the European Union. Section 10. Data retention has been amended please refer to Schedule

CALL-OFF START DATE: 1st October 2022

CALL-OFF EXPIRY DATE: 30th September 2026

CALL-OFF INITIAL PERIOD: 4 Years, 0 Months

CALL-OFF DELIVERABLES

As set out in in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

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



CALL-OFF CHARGES

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

Invoices should include the following data (this list is not exhaustive and is subject to change):

- Buyers name and address
- Suppliers name, address, email address
- Invoice Date
- Unique invoice number
- Description of the goods/service
- Net value
- Vat value (if applicable)
- Gross value
- VAT Registration number (if applicable)
- Purchase order number

BUYER'S INVOICE ADDRESS:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

BUYER'S ENVIRONMENTAL POLICY

<https://www.nhsbsa.nhs.uk/what-we-do/safety-health-and-environment>

BUYER'S SECURITY POLICY

<https://www.nhsbsa.nhs.uk/sites/default/files/2021-08/Information%20Security%20Policy%282%29.pdf>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

[Redacted]

[Redacted]

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]

[Redacted]

[Redacted]

[Redacted]

PROGRESS REPORT FREQUENCY

All reports required as per frequency set out in Call-Off Schedule 14 (Service Levels)

PROGRESS MEETING FREQUENCY

All reports required as per frequency set out in Call-Off Schedule 15 (Call-Off Contract Management)

KEY STAFF

Refer to Call-Off Schedule 7 (Key Supplier Staff)

KEY SUBCONTRACTOR(S)

Refer to Joint Schedule 6 (Key Subcontractors)

COMMERCIALLY SENSITIVE INFORMATION

Refer to Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Buyer is committed to achieving Social Value within its Call off Contracts and requires the Supplier to ensure all Deliverables comply with the standards set out in Call off Schedule 20 (Specification) and the Supplier's Commitment set out within Call-Off Schedule 4 (Call-Off Tender):

[REDACTED] :		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	
[REDACTED]		[REDACTED]	

FORMATION OF CALL OFF CONTRACT

1. BY SIGNING AND RETURNING THIS ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer

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Project Version: v1.0

Model Version: v3.6

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to provide the Goods and/or Services in accordance with the terms Call Off Order Form and the Call Off Terms

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

3. The Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt.

4. The documents listed under Call-off incorporated terms set out within this Call off Order Form.

5. The signatures of the respective parties are set out in the Docusign signature block at the end of this Order Form

Joint Schedule 1 Definitions

1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

1.3.2 reference to a gender includes the other gender and the neuter;

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";

1.3.6 references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.7 references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;

1.3.8 references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

1.3.9 references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

Joint Schedule 1 (Definitions)

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1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;

1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day is a reference to (as it has effect from time to time):

- (a) any European Union (EU) regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (EEA) agreement ("EU References") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "Buyer" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "Call-Off Contract" and "Contract" shall be construed as including Exempt Call-off Contracts.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

Achieve: in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly.

Additional Insurances: insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 Insurance Requirements.

Admin Fee: means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS [online](#).

Affected Party: the Party seeking to claim relief in respect of a Force Majeure Event.

Affiliates: in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time.

Annex: extra information which supports a Schedule.

Approval: the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly.

Audit: the Relevant Authority's right to:

- a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);
- b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;
- c) verify the Open Book Data;
- d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;
- e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 Corporate Social Responsibility, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
- f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;
- g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
- h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;
- i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;
- j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or
- k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;

Auditor:

- a) the Buyer's internal and external auditors.
- b) the Buyer's statutory or regulatory auditors;
- c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- d) HM Treasury or the Cabinet Office;
- e) any party formally appointed by the Buyer to carry out audit or similar review functions; and
- f) successors or assigns of any of the above;

Authority: CCS and each Buyer.

Authority Cause: any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier.

BACS: the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom.

Beneficiary: a Party having (or claiming to have) the benefit of an indemnity under this Contract.

Buyer: the relevant public sector purchaser identified as such in the Order Form.

Buyer Assets: the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract.

Buyer Authorised Representative: the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form.

Buyer Premises: premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them)

Call-Off Contract: the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form.

Call-Off Contract Period: the Contract Period in respect of the Call-Off Contract.

Call-Off Expiry Date: the scheduled date of the end of a Call-Off Contract as stated in the Order Form.

Call-Off Incorporated Terms: the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form.

Call-Off Initial Period: the Initial Period of a Call-Off Contract specified in the Order Form.

Call-Off Optional Extension Period: such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form.

Call-Off Procedure: the process for awarding a Call-Off Contract pursuant to Clause 2 How the contract works and Framework Schedule 7 Call-Off Award Procedure.

Call-Off Special Terms: any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract.

Call-Off Start Date: the date of start of a Call-Off Contract as stated in the Order Form.

Call-Off Tender: the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 Call-Off Tender.

CCS: the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;

CCS Authorised Representative: the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form.

Central Government Body: a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

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- a) Government Department;
- b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c) Non-Ministerial Department; or
- d) Executive Agency;

Change in Law: any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date.

Change of Control: a change of control within the meaning of Section 450 of the Corporation Tax Act 2010.

Charges: the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions.

Claim: any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract.

Commercially Sensitive Information: the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its Intellectual Property Rights (IPR) or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.

Comparable Supply: the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables.

Compliance Officer: the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations.

Confidential Information: means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Conflict of Interest: a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS.

Contract: either the Framework Contract or the Call-Off Contract, as the context requires.

up to and including the applicable End Date;

Contract Value: the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier.

Contract Year: a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof.

Control: control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly.

Controller: has the meaning given to it in the GDPR.

Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.7

Core Terms: CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts.

Costs: the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:

- a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:
 - i) base salary paid to the Supplier Staff;
 - ii) employer's National Insurance contributions;
 - iii) pension contributions;
 - iv) car allowances;
 - v) any other contractual employment benefits;
 - vi) staff training;
 - vii) work place accommodation;
 - viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and
 - ix) reasonable recruitment costs, as agreed with the Buyer;
- b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
- c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
- d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding:
 - i) Overhead;
 - ii) financing or similar costs;
- e) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;
- f) taxation;
- g) fines and penalties;
- h) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and
- i) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

CRTPA: the Contract Rights of Third Parties Act 1999.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.

Data Protection Legislation: the GDPR, the LED and any applicable national implementing Laws as amended from time to time

- a) the DPA 2018 to the extent that it relates to Processing of personal data and

privacy;

- b) all applicable Law about the Processing of personal data and privacy

Data Protection Liability Cap: the amount specified in the Framework Award Form

Data Protection Officer: has the meaning given to it in the GDPR.

Data Subject: has the meaning given to it in the GDPR.

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

Deductions: all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract.

Default: any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority.

Default Management Charge: has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 Management Charges and Information.

Delay Payments: the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan.

Deliverables: Goods and/or Services that may be ordered under the Contract including the Documentation.

Delivery: delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either

- a) confirmation in writing to the Supplier; or
- b) where Call-Off Schedule 13 Implementation Plan and Testing is used issue by the Buyer of a Satisfaction Certificate.

"Deliver" and "Delivered" shall be construed accordingly;

Disclosing Party: the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential).

Dispute: any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts.

Dispute Resolution Procedure: the dispute resolution procedure set out in Clause 34 Resolving disputes.

Documentation: descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:

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- a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables
- b) is required by the Supplier in order to provide the Deliverables; and/or
- c) has been or shall be generated for the purpose of providing the Deliverables;

DOTAS: the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions.

DPA 2018: the Data Protection Act 2018.

Due Diligence Information: any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date.

Effective Date: the date on which the final Party has signed the Contract.

EIR: the Environmental Information Regulations 2004.

Electronic Invoice: an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with

- a) the European standard and
- b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;

Employment Regulations: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC.

End Date: the earlier of:

- a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or
- b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;

Environmental Policy: to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer.

Equality and Human Rights Commission: the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time.

Estimated Year 1 Charges: the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form.

Estimated Yearly Charges: means for the purposes of calculating each Party's annual liability under clause 11.2:

- a) in the first Contract Year, the Estimated Year 1 Charges; or
- b) in the any subsequent Contract Years, the Charges paid or payable in the

- previous Call-off Contract Year; or
- c) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;

Exempt Buyer: a public sector purchaser that is:

- a) eligible to use the Framework Contract; and
- b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:
 - i) the Regulations;
 - ii) the Concession Contracts Regulations 2016 (SI 2016/273);
 - iii) the Utilities Contracts Regulations 2016 (SI 2016/274);
 - iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);
 - v) the Remedies Directive (2007/66/EC);
 - vi) Directive 2014/23/EU of the European Parliament and Council;
 - vii) Directive 2014/24/EU of the European Parliament and Council;
 - viii) Directive 2014/25/EU of the European Parliament and Council; or
 - ix) Directive 2009/81/EC of the European Parliament and Council;

Exempt Call-off Contract: the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract.

Exempt Procurement Amendments: any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer.

Existing IPR: any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise).

Exit Day: shall have the meaning in the European Union (Withdrawal) Act 2018.

Expiry Date: the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates).

Extension Period: the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

Force Majeure Event: any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:

- a) riots, civil commotion, war or armed conflict;

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- b) acts of terrorism;
- c) acts of a Central Government Body, local government or regulatory bodies;
- d) fire, flood, storm or earthquake or other natural disaster,

but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;

Force Majeure Notice: a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event.

Framework Award Form: the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS.

Framework Contract: the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the Official Journal of the European Union (OJEU) Notice.

Framework Contract Period: the period from the Framework Start Date until the End Date of the Framework Contract.

Framework Expiry Date: the scheduled date of the end of the Framework Contract as stated in the Framework Award Form.

Framework Incorporated Terms: the contractual terms applicable to the Framework Contract specified in the Framework Award Form.

Framework Optional Extension Period: such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form.

Framework Price(s): the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 Framework Prices.

Framework Special Terms: any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract.

Framework Start Date: the date of start of the Framework Contract as stated in the Framework Award Form.

Framework Tender Response: the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 Framework Tender.

Further Competition Procedure: the further competition procedure described in Framework Schedule 7 Call-Off Award Procedure.

GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679).

General Anti-Abuse Rule:

- a) the legislation in Part 5 of the Finance Act 2013 and; and
- b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;

General Change in Law: a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.

Goods: goods made available by the Supplier as specified in Framework Schedule 1

(Specification) and in relation to a Call-Off Contract as specified in the Order Form .

Good Industry Practice: standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.

Government: the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.

Government Data: the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:

- a) are supplied to the Supplier by or on behalf of the Authority; or
- b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;

Guarantor: the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract.

Halifax Abuse Principle: the principle explained in the CJEU Case C-255/02 Halifax and others.

HMRC: Her Majesty's Revenue and Customs.

ICT Policy: the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure.

Impact Assessment: an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:

- a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;
- b) details of the cost of implementing the proposed Variation;
- c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
- d) a timetable for the implementation, together with any proposals for the testing of the Variation; and
- e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;

Implementation Plan: the plan for provision of the Deliverables set out in Call-Off Schedule 13 Implementation Plan and Testing where that Schedule is used or otherwise as agreed between the Supplier and the Buyer.

Indemnifier: a Party from whom an indemnity is sought under this Contract

Independent Control: where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “Independent Controller” shall be construed accordingly.

Indexation: the adjustment of an amount or sum in accordance with Framework Schedule 3 Framework Prices and the relevant Order Form.

Information: has the meaning given under section 84 of the Freedom of Information Act 2000.

Information Commissioner: the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies.

Initial Period: the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires.

Insolvency Event: with respect to any person, means:

- a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:
 - i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
 - ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
- b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
- c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
- d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person’s assets and such attachment or process is not discharged within 14 days;
- e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- f) where that person is a company, a LLP or a partnership:
 - i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
 - ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an

- administrator is filed at Court or given or if an administrator is appointed, over that person;
- iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
 - iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
- g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

Installation Works: all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract.

Intellectual Property Rights or IPR:

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
- b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- c) all other rights having equivalent or similar effect in any country or jurisdiction;

Invoicing Address: the address to which the Supplier shall invoice the Buyer as specified in the Order Form.

IPR Claim: any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract.

IR35: the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found [online](#).

Joint Controller Agreement: the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);

Joint Controllers: where two or more Controllers jointly determine the purposes and means of Processing.

Key Staff: the individuals (if any) identified as such in the Order Form.

Key Sub-Contract: each Sub-Contract with a Key Subcontractor.

Key Subcontractor: any Subcontractor:

- a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or
- b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables;

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and/or

- c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,

and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form.

Know-How: all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date

Law: any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.

LED: Law Enforcement Directive (Directive (EU) 2016/680).

Losses: all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly.

Lots: the number of lots specified in Framework Schedule 1 (Specification), if applicable.

Management Charge: the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information).

Management Information or MI: the management information specified in Framework Schedule 5 (Management Charges and Information).

MI Default: means when two (2) MI Reports are not provided in any rolling six (6) month period

MI Failure: means when an MI report:

- a) contains any material errors or material omissions or a missing mandatory field; or
- b) is submitted using an incorrect MI reporting Template; or
- c) is not submitted by the reporting date (including where a declaration of no business should have been filed).

MI Report: means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information).

MI Reporting Template: means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority.

Milestone: an event or task described in the Implementation Plan.

Milestone Date: the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved.

Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.7

Month: a calendar month and "Monthly" shall be interpreted accordingly.

National Insurance: contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004).

New IPR: IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or

- a) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;
- b) but shall not include the Supplier's Existing IPR;

Occasion of Tax Non-Compliance: where:

- a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
- b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;

Open Book Data : complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:

- a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
- b) operating expenditure relating to the provision of the Deliverables including an analysis showing:
 - i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
 - ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;
 - iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and
 - iv) Reimbursable Expenses, if allowed under the Order Form;
- c) Overheads;
- d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;

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- e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;
- f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
- h) the actual Costs profile for each Service Period;

Order: means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract.

Order Form: a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract.

Order Form Template: the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules).

Other Contracting Authority: any actual or potential Buyer under the Framework Contract

Overhead: those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";

Parliament: takes its natural meaning as interpreted by Law.

Party: in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits.

Performance Indicators or PIs: the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 Framework Management.

Personal Data: has the meaning given to it in the GDPR.

Personal Data Breach: has the meaning given to it in the GDPR.

Personnel: all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract.

Prescribed Person: a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available [online](#).

Processing: has the meaning given to it in the GDPR.

Processor: has the meaning given to it in the GDPR.

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

Progress Meeting: a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative.

Progress Meeting Frequency: the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form.

Progress Report: a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates.

Progress Report Frequency: the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form.

Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:
 - i) induce that person to perform improperly a relevant function or activity; or
 - ii) reward that person for improper performance of a relevant function or activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or
- c) committing any offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - ii) under legislation or common law concerning fraudulent acts; or
 - iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 Cyber Essentials Scheme, if applicable, in the case of the Framework Contract or Call-Off Schedule 9 Security, if applicable, in the case of a Call-Off Contract.

Recall: a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance.

Recipient Party: the Party which receives or obtains directly or indirectly Confidential Information.

Rectification Plan:

- a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:
- b) full details of the Default that has occurred, including a root cause analysis;
- c) the actual or anticipated effect of the Default; and

- d) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);

Rectification Plan Process: the process set out in Clause 10.3.1 to 10.3.4 Rectification Plan Process.

Regulations: the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires).

Reimbursable Expenses: the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:

- a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and
- b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;

Relevant Authority: the Authority which is party to the Contract to which a right or obligation is owed, as the context requires.

Relevant Authority's Confidential Information:

- a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);
- b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and

information derived from any of the above;

Relevant Requirements: all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010.

Relevant Tax Authority: HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established.

Reminder Notice: a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time.

Replacement Deliverables: any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party.

Replacement Subcontractor: a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor).

Replacement Supplier: any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer.

Request For Information: a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs.

Required Insurances: the insurances required by Joint Schedule 3 Insurance Requirements or any additional insurances specified in the Order Form.

Satisfaction Certificate: the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 Implementation Plan and Testing or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test.

Security Management Plan: the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 Security (if applicable).

Security Policy: the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier.

Self Audit Certificate: means the certificate in the form as set out in Framework Schedule 8 Self Audit Certificate.

Serious Fraud Office: the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time.

Service Levels: any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 Service Levels is used in this Contract, are specified in the Annex to Part A of such Schedule).

Service Period: has the meaning given to it in the Order Form.

Services: services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form.

Service Transfer: any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor.

Service Transfer Date: the date of a Service Transfer.

Sites: any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:

- a) the Deliverables are (or are to be) provided; or
- b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables

SME: an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises.

Special Terms: any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract.

Specific Change in Law: a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date.

Specification: the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form.

Standards: any:

- a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;
- b) standards detailed in the specification in Schedule 1 (Specification);
- c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;
- d) relevant Government codes of practice and guidance applicable from time to time;

Start Date: in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form.

Statement of Requirements: a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure.

Storage Media: the part of any device that is capable of storing and retrieving data.

Sub-Contract: any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:

- a) provides the Deliverables (or any part of them);
- b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or
- c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them)

Subcontractor: any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person.

Subprocessor: any third Party appointed to process Personal Data on behalf of that Processor related to a Contract.

Supplier: the person, firm or company identified in the Framework Award Form.

Supplier Assets: all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets.

Supplier Authorised Representative: the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract.

Supplier's Confidential Information:

- a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade

- secrets, Know-How, and/or personnel of the Supplier;
- b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;
- c) Information derived from any of (a) and (b) above

Supplier's Contract Manager: the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment.

Supplier Equipment: the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract.

Supplier Marketing Contact: shall be the person identified in the Framework Award Form.

Supplier Non-Performance: where the Supplier has failed to:

- a) Achieve a Milestone by its Milestone Date;
- b) provide the Goods and/or Services in accordance with the Service Levels ; and/or
- c) comply with an obligation under a Contract;

Supplier Profit: in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period.

Supplier Profit Margin: in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage.

Supplier Staff: all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract.

Supporting Documentation: sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable.

Termination Notice: a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;

Test Issue: any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract.

Test Plan: a plan:

- a) for the Testing of the Deliverables; and
- b) setting out other agreed criteria related to the achievement of Milestones;

Tests: any tests required to be carried out pursuant to a Call-Off Contract as set out

in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly.

Third Party IPR: Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables.

Transferring Supplier Employees: those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date.

Transparency Information: the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for;

- a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and
- b) Commercially Sensitive Information

Transparency Reports: the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 Transparency Reports.

Variation: any change to a Contract.

Variation Form: the form set out in Joint Schedule 2 Variation Form.

Variation Procedure: the procedure set out in Clause 24 Changing the contract.

VAT: value added tax in accordance with the provisions of the Value Added Tax Act 1994.

VCSE: a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

Worker: any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which [Procurement Policy Note 08/15 Tax Arrangements of Public Appointees](#) applies in respect of the Deliverables.

Working Day: any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Work Day: 8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day.

Work Hours: the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Call-Off Schedule 20 (Call-Off Specification)

Occupational Health Services on a National Basis.

The Supplier must be able to provide the Deliverables and any Standards set out in this Call off Schedule 20 (Specification) and the Annexes below.

Annex 1 – Social Value

Annex 2 – Occupational Health

Annex 3 - Not used

Annex 4 – Not used

Annex 5 - Job roles and duties undertaken by Buyers' Personnel

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Annex 1 - Our Social Value priorities

1. Our Social Value priorities

The Buyer has set out what they see as the priority Social Value areas for this Call off Contract. The Social Value Priorities of Buyer relate to Theme 4 Equal Opportunity and Theme 5 Wellbeing of the Cabinet Office Social Value Model (further information can be found at <https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>)

a. Theme 4 - Equal Opportunity

- i. The Buyer considers the delivery of high quality public services to be critically dependent on a workforce that is inclusive, well-motivated, well-led and has appropriate opportunities for training and skills development.
- ii. By law, all organisations with 250 or more employees must publish and report specific figures about their gender pay gap, and the Buyer expects the Supplier to progress towards equalising this.
- iii. The Buyer expects the Supplier and Supplier Supply Chains to support and encourage employment and skills development opportunities through the performance of this Call off Contract, with a specific focus on opportunities for underrepresented, including (but not limited to):
 - people with disabilities;
 - long term health conditions and/or who are neurodiverse
 - Ex-offenders;
 - People who are from Black, Asian or minority ethnic backgrounds (BAME);
 - Veterans;
 - long-term unemployed.
- iv. This support may be through various activities such as, for example:
 - Apprenticeship and work experience placements;
 - Part-time and full-time employment and flexible working opportunities;
 - Providing stable employment and hours of work, and avoiding exploitative employment practices including, for example, no inappropriate use of zero hour contracts or other forms of demand driven contracts;
 - Supporting individuals to fulfil their potential with further education, employment or training e.g. coaching, mentoring, CV and interview skills;
 - Providing funded training and professional development opportunities for existing employees;
 - Providing funded training opportunities (for individuals not employed by Supplier);
 - Fair and equal pay policy;

- Offering a range of employee assistance schemes;
- Disability Confident
- Signing up to the Armed Forces Covenant (AFC)
<https://www.armedforcescovenant.gov.uk/>

b. Theme 5 – Wellbeing

- i. The Buyer expects the Supplier to positively impact and improve individual health wellbeing in the workforce.
 - Ways in which the Supplier may be able to support health and wellbeing include (but are not limited to):
 - Improving the experience of the workforce with diverse and underrepresented characteristics e.g. ensuring accessibility, undertaking staff sensitivity training, fostering a culture of respect for staff with diverse Characteristics;
 - Staff wellbeing e.g. promoting awareness about mental health, substance misuse, domestic abuse, first aid training, anti-bullying campaigns, gender equality and diversity training etc.
 - implement the 6 standards in the Mental Health at Work commitment

2. Measurement and reporting

Suppliers are required to develop and maintain a plan throughout the Call Off Contract Period detailing how the Supplier will contribute to the overall achievement of the Social Value priorities.

For the avoidance of doubt:

- The Social Value commitments, targets and measures made by the Supplier will form part of the contractual agreement between the Buyer and the Supplier, therefore the Supplier should only commit to activities that are within their capacity and capability to deliver
- The Buyers and the Supplier will jointly agree the timeline for delivering the targets and measures that were committed to by the Supplier during the Call Off Procedure.
-

The Supplier must manage, measure and report on the delivery of Social Value throughout the life of the Call-Off Contract, an example of Targets and Measures are set out below and the Supplier must provide those targets and measures to support social value commitment they will deliver during the Call off Contract Period:

Social Value Model Themes	Social Value Policy Outcomes	Targets & Measures
Equal Opportunity	Tackle Workforce Inequality	Increase the total percentage of full-time equivalent (FTE) and/or percentage of people on apprenticeship schemes (level 2, 3, and 4+) people from groups under-represented in the workforce

		employed under the contract, as a proportion of the total FTE contract workforce, by UK region.
	Tackle Workforce Inequality	Increase year on year the Number of training opportunities created to deliver the contract, including: <ul style="list-style-type: none"> • those which provide recognised qualifications • those which do not provide recognised qualifications • apprentices
	Improved gender pay balance	Improve gender pay balance by reducing Supplier's mean gender salary pay gap for staff to deliver the contract year on year
Wellbeing	Improved Health & Wellbeing	Improve the percentage of organisations in the Supplier's supply chain, including the Supplier to deliver the contract that have implemented the core mental health standards recommended in the Stevenson/Farmer review on mental health and employers, as follows: <ul style="list-style-type: none"> • Produce, implement and communicate a mental health at work plan • Develop mental health awareness among employees • Encourage open conversations about mental health and the support available when employees are struggling • Provide employees with good working conditions and ensure they have a healthy work life balance and opportunities for development • Promote effective people management through line managers and supervisors • Routinely monitor employee mental health and wellbeing

Annex 2 - Occupational Health Services on a National Basis

1. INTRODUCTION

- 1.1. The Supplier shall be responsible for the provision of Occupational Health Services on a National Basis, providing Occupational Health advice and Services for all of Buyers Personnel including those working remotely, travelling or postings overseas.
- 1.2. The Supplier shall provide all aspects of the requirements as set out in this Call Off Schedule 20 (Specification)
- 1.3. The Supplier should note that with reference to Call Off Schedule 2 (Staff Transfer), whilst it is the Buyer's understanding, after liaising with the incumbent supplier, that TUPE may not be deemed to apply on the basis that the incumbent supplier does not have an apparent organised grouping of employees assigned to the Service at the time of this tender process, the Buyer would still emphasise that anyone tendering for the Service would be advised to take their own legal advice, and undertake their own due diligence.
- 1.4. The Supplier should note that the Supplier will deliver the Services to the Buyer and Buyer Staff in addition to staff from Cluster Members, The Buyer hosts an Occupational Health Service on behalf of other health bodies who are considered Cluster Members for the purposes of this Agreement and are set out in Schedule 12 (Clustering).

2. SCOPE OF THE REQUIREMENT

2.1 Geographic Coverage

- 2.1.1 The Supplier shall provide Occupational Health services on a national basis. The Supplier must be able to fulfil the requirements of this Call off Schedule 20 (Specification) by delivering services to any location within the UK.

2.2 Core Requirements

- 2.2.1 The Service shall enable the Buyer to address particular health and attendance issues, meet their statutory obligations with regards to health surveillance, identify the preventative measures that can be taken to minimise the overall risk of sickness absence and to improve employee health and wellbeing in the workplace.
- 2.2.2 The Supplier shall provide the core requirements which shall include but not be limited to:
 - Telephone Support Services;
 - Online Portal;
 - Publicity and Promotion;
 - Referrals from Buyers;
 - Attendance Management Advice and Assessments;
 - Attendance Management Reports;

- Case Conferences;
- Ill Health Retirement;
- Pre-Appointment & Pre-Enrolment Checks; and
- Surveillance Services, including support with disease / infection outbreak management;
- Fitness for Task and Safety Critical Work Services:
 - Hearing Tests; and
 - Baseline Hearing Tests;
- Immunisations, Vaccinations, Inoculations, Medications & Blood Tests;
- Health Screening Services;
- Physiotherapy Services.
- Workplace Assessments and Diagnostics to support Buyers Personnel, which shall include but is not limited to:
 - Assessments Relating to Workplace Adjustments for Hearing and Visual differences;
 - Dyslexia Workplace Needs Assessments;
 - Autism Workplace Needs Assessment;
 - Dyspraxia Workplace Needs Assessment
 - ADHD Workplace Needs Assessment;
 - Ergonomic Assessment and Display Screen Equipment (DSE) Assessments;
 - Mental Health Workplace Assessment;
 - Workplace Needs Assessment;
 - Learning Difficulty Diagnosis;
 - Coping Strategy Coaching sessions;
 - Specialist Support Services;
 - Support Worker Assessment; and
 - Occupational Therapy Assessment.
- Therapeutic Psychological Services
- Consultancy;
- Education and Awareness Programmes; and
- Service implementation

2.2.3 The Supplier shall deliver the Services in accordance with the following principles:

- The Services shall be available to all Buyers Personnel including

those working remotely, both in the UK and in postings overseas and/or travelling overseas;

- The Services shall provide sufficient flexibility of approach to accommodate different organisational structures, operating styles, cultures and job roles, as detailed in Call Off Schedule 20 (Specification): Annex 5;
- Confidentiality is crucial to the integrity of the Services;
- A strong focus on a high quality, clinically-led, evidence-based Services;
- Impartial advice and guidance for both Buyers Personnel and the Buyer;
- Cooperation and partnership with suppliers of Services where there is a required hand off between Services, such as Employee Assistance Programmes and Workplace Adjustments Teams;
- Delivery of innovative Services and a structured programme of continuous evaluation and improvement;
- Maximising e-enabled solutions and innovations;
- Flexibility to meet identified individual business needs, including the provision of a permanent on-site presence at the Buyers specified locations; and
- Flexibility to meet changing internal and external policies and regulations.

- 2.2.4 The Buyer will advise the Supplier of any planned programmes of work, which may have an impact on the usage of the Services, such as major transformation programmes.
- 2.2.5 The Supplier shall ensure that all Users of the Services and Supplier Staff are aware of the scope and limitations of patient and client confidentiality, in particular where there is a legal responsibility to breach patient confidentiality where there are issues of child protection, a threat to health and safety, a risk of harm to self or others, or prevention of a crime or terrorist act.
- 2.2.6 The Supplier shall maintain, at its own expense, all relevant medical records relating to the Services and shall store these in accordance with applicable law.

2.3 Service Availability

- 2.3.1 The Supplier shall ensure that all Services, including the necessary Supplier Staff, be available as a minimum, fifty two (52) weeks a year, Monday to Friday between the hours of 08:00 hours to 18:00 hours, excluding Public and Bank Holidays.

2.4 Exclusions

- 2.4.1 The Supplier shall not provide critical incident management, mediation services or Visual Display Unit (VDU) eyesight testing.

3. MANDATORY SERVICE REQUIREMENTS:

3.1 Telephone Support Services

- 3.1.1 The Supplier shall provide a telephone support Service for the Buyer Personnel staffed by appropriately experienced, skilled and/or qualified Supplier Staff.
- 3.1.2 The Supplier shall ensure that the Buyer's Personnel have continuous access to occupational health physicians and occupational health advisors as required by the Buyer as part of the telephone advice and support Service.
- 3.1.3 The Supplier shall ensure that the Telephone Support Service shall be available fifty-two (52) weeks of the year, Monday to Friday between the hours of 08:00 and 18:00.
- 3.1.4 Not Used.
- 3.1.5 The Supplier shall ensure that the Telephone and Support Service will be accessible to Buyers Personnel, via a Freephone number or a dedicated non-premium rate and/or a 01, 02, 03 prefix, which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and shall be able to accept calls from outside the UK.
- 3.1.6 Not used.
- 3.1.7 The Supplier shall ensure that all telephone messages from Buyers Personnel are responded to within twenty-four (24) hours of receipt.
- 3.1.8 The Supplier shall provide the following as a minimum via the telephone support Services:
- General Services advice;
 - Generic advice on the impact of a condition or illness in the workplace;
 - Body Fluid Exposure and Sharps injury Helpline;
 - Pre-referral advice for Referring Managers;
 - Clarification on the referral process;
 - Advice on progression of Buyers Personnel cases; and
 - Updates and amendments to Buyers Personnel cases.
- 3.1.9 The Supplier shall also provide access to qualified Supplier Staff via the telephone Services who shall provide:
- Generic occupational health advice to managers on any health issue affecting the Buyers Personnel in the workplace, whether this be office or home base;

- Information and guidance on how best to construct the referral for an occupational health assessment;
- Overseas travel health advice for Buyers Personnel, including vaccination advice;
- Management support that provides direct and rapid access to qualified medical advice and consultancy on occupational health and health and safety issues;
- Access to past referrals and clarification on current and past reports; and
- Advice on individual Buyers Personnel cases before making a formal management referral, and to ensure where cases are complicated or sensitive, that the referral is progressed in the most effective manner.

3.2 Online Portal

3.2.1 The Supplier shall provide and maintain an online portal(s) for the Buyer and for each Cluster Member to support the Services.. The Supplier shall ensure that the portal(s) shall provide as a minimum, but not limited to:

- Web based access;
- Multiple Secure log-ins by the Buyer's Personnel (and Cluster Member Personnel)
- The online portal(s) shall be segregated with restricted access so that the Buyer and Cluster Members are independent from one another
- General information on the Services;
- Input and transfer of the Buyer's and Cluster Member's Personnel referrals on the online portal(s), ensuring the data is transferred to the correct part of the portal(s). i.e. the Buyer and Cluster Members should only be able to access their respective part of the portal and only their data within that part.
- Case management and tracking;
- Health screening and surveillance referrals and monitoring
- Access to all Supplier standard training materials which they include as part of their standard Service offering; and
- Management Information in a downloadable format for the Buyer for both the Buyer and Cluster Members with the ability to filter by Cluster Member.
- A Standard that is compliant with Web Content Accessibility Guidelines (WCAG) 2.1 or as may be updated from time to time.

3.2.2 The Supplier shall ensure that the online portal(s) is available fifty two (52) weeks a year, Monday to Friday 08:00 to 18:00, excluding Public

and Bank Holidays, except for agreed downtime and maintenance which will be agreed with the Buyer at least seventy two (72) hours in advance of such work being carried.

3.2.3 Not used.

3.2.4 Not used.

3.2.5 All Buyers Personnel who access the online portal shall be requested to complete a confidential questionnaire which targets feedback on the online portal in relation to its effectiveness, accessibility and relevance. Such results will be anonymised and provided to the Buyer as part of the monthly management information.

3.3 Publicity and Promotion

3.3.1 The Supplier shall provide the Buyer with but not limited to; high quality and inclusive publicity and promotion products, where requested, which reflects a modern and diverse workforce.

3.3.2 The Supplier shall work with the Buyer to agree a series of on-going publicity and general promotional material and initiatives throughout the Call Off Contract Period to highlight awareness of the Services.

3.3.3 The Supplier shall work closely with the Buyer to support any health initiatives which target specific health issues or underrepresented groups, such as but not limited to BAME employees.

3.3.4 The Supplier shall use a range of delivery methods including but not limited to:

- Webinars;
- Secure Video Calling
- Online support for hearing and visual differences (WCAG 2.1 Compliant)
- Telephone broadcasts; and
- Aide memoires.

3.3.5 The Supplier shall ensure that any IT delivery platform is approved by Buyers in advance.

3.3.6 The Supplier shall ensure that any material provided shall be agreed in advance by the Buyer and contain branding specific to the Buyers if required.

3.3.7 The Supplier shall ensure that such promotion and awareness shall include at a minimum:

- The role of the occupational health Service, the purpose of referrals, what to expect and what not to expect, when to refer and when not to refer;
- Guidance for managers on making good referrals e.g. checklist, examples of best practice and relevant questions, and

- How Buyers Personnel can make the most effective use of the Service.

3.4 Referrals from the Buyer

- 3.4.1 The Supplier shall provide an online referral Service through the online portal whereby the Buyer's authorised representatives ("Referring Managers") shall electronically refer the Buyer's Personnel to the Services.
- 3.4.2 The Supplier shall provide alternative methods of referral access to the online portal, including telephone referrals and the provision of paper based referral, where IT fails, Buyers do not have the necessary IT infrastructure, Data security levels or relevant Personnel do not have IT access.
- 3.4.3 The Supplier shall work with the Buyer to agree the format of telephone referrals and the format of paper-based forms where these have been agreed as an alternate method of referral.
- 3.4.4 The Supplier shall develop with the Buyer online referral forms and online questionnaires which the Supplier shall use:
 - To triage referrals;
 - Make decisions based on the information provided to determine the relevant Services required; and
 - Identify where no further intervention is required.
- 3.4.5 The Supplier shall make amendments to the referral forms from time to time and as mutually agreed with the Buyer throughout the Call Off Contract Period.
- 3.4.6 The online referral form shall capture the following information as a minimum about the referral:
 - Relevant Buyers Personnel and Referring Manager details;
 - Buyers Personnel consent;
 - Details of any Buyers Personnel engaged in the case;
 - Reason for referral and Services requested where known (e.g. attendance management, fitness for work assessments, inoculations);
 - Buyers Personnel job description and their specific role and work patterns;
 - Any workplace adjustments which are known to be in place for the Buyer's Personnel;
 - Questions relating to the referral. There should be no restriction on the number of questions which can be asked; and
 - Supplementary information that may be pertinent to the case.

- 3.4.7 The Supplier shall ensure that all referrals meet the relevant Buyer procedures. Such procedures may include:
- In-work referrals for the Buyer's Personnel who are not absent from the workplace but who may be experiencing issues in the workplace;
 - Day 1 sick absence referral;
 - Day 1 sick absence referral for musculoskeletal and mental health issues including stress; and/or
 - Day 6 absence referral.
- 3.4.8 The Supplier shall ensure referrals meet the Buyer's agreed procedures. The Supplier and the Buyer shall agree the policies and procedures to apply prior to the Call-Off Start Date
- 3.4.9 The Supplier shall, on receipt of the referral:
- Determine the relevant Service required for the Buyer's Personnel;
 - Identify returning cases that should be treated as a case review not a new referral;
 - Identify alternative methods of resolution such as a case conference;
 - Book a face to face consultation for the employee with an occupational health adviser or occupational health physician as appropriate, provided that a clinical assessment via the telephone determines that one is required or as approved in advance by the Buyer;
 - Contact the Buyer's Personnel and/or Referring Manager to arrange a mutually acceptable appointment time;
 - Notify the Buyer's Personnel and Referring Manager of the scheduled appointment electronically and/or by telephone/text;
 - Ensure consistency in allocated Supplier Staff for the Buyer's Personnel cases particularly where the case is a review or the case has previously been managed by an occupational health physician;
 - Obtain all required consents from the Buyer's Personnel; and
 - Pass all details of the referral to the relevant Supplier Staff to enable delivery of the Services.

3.5 Attendance Management Advice and Assessments

- 3.5.1 The Supplier shall provide attendance management advice and assessment, where a referral relates to the attendance management of the Buyer's Personnel. The Supplier shall:
- Carry out an initial assessment of the Buyers Personnel via

telephone, using recognised assessment methods, unless otherwise agreed with the Buyer;

- Offer clear advice to the Buyer's Personnel and Referring Manager on what the Buyer's Personnel can do to remain in or return to work, including any physical or role and procedure adjustment (also known as soft adjustments to work patterns or duties) that may be necessary to support this;
- 'De-medicalise' situations by focusing on capability and providing practical advice;
- Work with appropriate specialist organisations to provide the Buyer's Personnel with advice and recommendations to manage specialist needs such as but not limited to: dyslexia and Autism Spectrum Syndrome;
- Keep the Referring Manager informed of case progress through an electronic portal or via the telephone support Services and/or e-mail. Such updates should be weekly at a minimum; and
- Maintain accurate records of all appointments and case notes, including updates made to the Referring Manager.

3.5.2 The Supplier shall determine when an assessment should be delivered at the Buyer's Personnel's home, e.g. when the Buyer's Personnel has a disability or medical condition that is so severe that it prevents them from travelling.

3.5.3 The Supplier shall obtain approval in advance from the Buyer before such home visits take place.

3.5.4 The Supplier shall determine the need for further medical evidence if the Buyer's Personnel's case cannot be progressed without it.

3.5.5 The Supplier shall gain approval from the Buyer before requesting further medical evidence and shall support the request with evidence confirming its relevance.

3.5.6 The Supplier shall ensure that further medical evidence reports are requested from a specialist or General Practitioner within two (2) days of the need having been identified by the Supplier.

3.5.7 The Supplier shall provide objective, independent, comprehensive medical advice to the Referring Manager and Buyer's Personnel of the actions and/or measures to resolve the referral, following an assessment including at a minimum:

- Any workplace adjustments recommended, including those recommended by the Equality Act 2010;
- A phased return to work;
- Advice on the prospects of the Buyer's Personnel's return to full capability;
- Advice on underlying medical conditions and identification of any

health and safety risks to that Buyer's Personnel; and

- Generic advice on health-related matters, including specific conditions or illnesses, responsibility under duty of care, possible preventative measures and opportunities for active intervention including signposting the Buyer's Personnel to further sources of advice and support.

- 3.5.8 The Supplier shall provide advice if the Buyer's Personnel has a progressive or terminal illness, and where appropriate, make recommendations to the Buyer on how to support the Buyer's Personnel in the workplace and signpost the Buyer's Personnel to additional sources of information and support.
- 3.5.9 The Supplier shall assist the Buyer's Personnel with a detailed hand-over to the Employee Assistance Programme services or other relevant support services, which may be provided by the Buyer or other external organisations. The Supplier shall ensure that the transition to other support services is documented in the case report.
- 3.5.10 The Supplier shall determine where a Buyer's Personnel requires urgent psychological support. The Supplier shall have a seamless process in place to refer the Buyer's Personnel to immediate support via the Buyers Employee Assistance Programme supplier or other psychological support services provided the Buyer.
- 3.5.11 The Supplier shall provide a copy of the Supplier's safeguarding/red flag policy to the Buyer prior to the Start Date.
- 3.5.12 The Supplier shall ensure that the Buyer is notified of the Buyer's Personnel failing to attend appointment within one (1) working day of an appointment being missed.

3.6 Attendance Management Case Reports

- 3.6.1 The Supplier shall provide Attendance Management case reports to the Buyer where a referral relates to the attendance management of a Buyer's Personnel.
- 3.6.2 The Supplier shall confirm that all relevant patient consents have been requested and granted and where not granted state the impact this may have or likely to have on the case. Where patient consent has not been granted only such information as can otherwise be disclosed shall be included in case reports.
- 3.6.3 The Supplier shall include the following in case reports:
- Medical terms shall be explained;
 - A concise summary of the relevant medical issues, including physical and/or mental health problems;
 - Assessment of the Buyer's Personnel's fitness for work;
 - Advice on the prospects of the Buyer's Personnel's return to full capability (taking the needs of the Buyer into account);
 - Advice relating to lifestyle issues (for example drugs, alcohol, diet and exercise);
 - Expected sickness absence levels of the Buyer's Personnel;
 - Identification of any work-related health and safety risks impacting the case (including infections);
 - Advice on whether the Buyer's Personnel's illness or injury is work-related;
 - The Buyer's Personnel's prognosis, rehabilitation plan, advice to support case resolution and to help the Buyer to manage any unexpected outcome, with an indication of likely timescale for case resolution;
 - A note of the discussion between the Buyer's Personnel and Supplier Staff on what steps the Buyer's Personnel is taking, if any, to improve their circumstances;
 - Confirmation of and clinical justification for a further review of the Buyer's Personnel's case where relevant;
 - A determination if the Equality Act 2010 is likely to apply, how it is relevant and what workplace adjustments should be considered including the reasons why, and the likely duration that the adjustment will be required for;
 - Where the Equality Act 2010 does not apply, a recommendation on what workplace adjustments should be considered, the reasons why and the duration for which they may be required;
 - A balanced assessment of Buyer's Personnel perception versus clinical opinion;

- Summary recommendations, supported as required by medical evidence, providing a clear recommendation of any actions that a line manager should take;
 - A review of whether ill-health retirement should be considered for the Buyer's Personnel;
 - Confirmation that the Buyer's Personnel has been asked that a copy of the case report can be forwarded to their GP and whether this has been consented to;
 - The relevant Supplier Staff's contact details for further clarification on any aspect of the case report;
 - Inclusion of GP and/or specialist reports;
 - A recommendation if the Buyer's Personnel should be referred to the Employee Assistance Programme services or other services offered by the Buyer;
 - A recommendation if a work-related injury or ill-health should be reported to the Health and Safety Executive (HSE) under Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR);
 - A recommendation if a work-related injury or ill health might be appropriate for referral to the Civil Service Benefits Injury Scheme or other such schemes as may be noted by the Buyer;
 - A recommendation on the actions needed if the Buyer's Personnel has come into contact with someone suffering from an infectious disease or condition. Where relevant, the Supplier will also specify whether the Health and Safety Executive (HSE) or Local Authority need to be informed; and
 - A clear indication of likely timescale for case resolution.
- 3.6.4 The Supplier shall also provide support to the Buyer in the preparation of material required for an employment tribunal or court.
- 3.6.5 The Supplier shall provide Buyer with the content of any case reports if requested, to support employment decisions, including dismissal on ill health grounds or to defend personal injury claims in an employment tribunal or court. If required by the court, the Supplier Staff responsible for the report shall be available to defend the contents of the report in court.
- 3.6.6 The Supplier shall provide additional and/or clarify information where requested by the Buyer. This shall be considered part of the case report and not additionally charged to the Buyer.
- 3.6.7 The Supplier shall deliver a case report based on information held on file and not based on further assessments of the Buyer's Personnel where requested by the Buyer. Examples of such information on file could be previous occupational health assessments and support provided or further medical evidence reports.

- 3.6.8 The Supplier shall ensure that occupational health advisor telephone or video conference consultations are held and reports provided to the Buyer within four (4) working days of the Buyer's Personnel referral.
- 3.6.9 The Supplier shall ensure that occupational health physician telephone consultations are held and reports provided to the Buyer within seven (7) working days of the Buyer's Personnel referral.
- 3.6.10 The Supplier shall ensure that occupational health advisor or occupational health physician face to face consultations are held and reports provided within 10 working days of the Buyer's Personnel referral (including confirmation of appointment to the Buyer's Personnel and Referring Manager).

3.7 Case Conferences

- 3.7.1 The Supplier shall attend and participate in case conferences as required by the Buyers. Case conferences shall take place on an ad-hoc basis for any complex cases, to monitor attendance management cases and shall be conducted for one or more cases as requested by the Buyers.
- 3.7.2 The Supplier shall:
 - Ensure case conferences focus on recommendations to resolve long-term sickness absence and cases of repeated short-term absences where a medical condition may be the cause;
 - Provide verbal and written case reports including a summary of the case, prognosis, likely length of absence, workplace adjustments required and recommendations and actions required by either the Supplier, Buyers and/or the Buyers Personnel; and
 - Provide the Buyers with details of any recommendations made by the Supplier to the Buyers Personnel and with which the Buyers Personnel disagrees.
- 3.7.3 The Supplier shall be advised that attendees at case conferences may include line management, HR, relevant Supplier Staff (such as the occupational health advisor), a member of the Buyers workplace adjustments team, health and safety advisor, wellbeing advisor, a trade union representative and/or legal advisor, where the Buyers Personnel has given prior agreement.
- 3.7.4 The Supplier shall be advised that case conferences shall be delivered by telephone, face-to-face, video, on-site and/or off site as required by the Buyers.
- 3.7.5 The Supplier shall ensure that ad hoc case conferences take place within 5 working days of request by the Buyers.
- 3.7.6 The Supplier shall ensure multiple case conferences (including collation of referrals) take place within ten (10) working days of request by the Buyers.

3.8 Ill-Health Retirement

- 3.8.1 The Supplier shall make recommendations to Buyers to support them with Ill-Health Retirement cases when requested.
- 3.8.2 The Supplier shall assist the Buyers to gather and collate medical evidence to support the Medical Advisor to the Principal Civil Service Pension Scheme (PCSPS), ill-health retirement scheme for the NHS or other relevant pension scheme on applications for ill-health retirement.
- 3.8.3 The Supplier shall not make a decision whether the Buyers Personnel qualifies for ill-health retirement.
- 3.8.4 The Supplier shall, on request, provide the Buyers with an opinion on the likelihood of the Buyers Personnel meeting the criteria for ill-health retirement to enable the Buyers to determine if a formal retirement application should be made for the Buyers Personnel.
- 3.8.5 The Supplier shall provide such opinion, based on a paper review of existing medical evidence provided to the Supplier, or via a further medical examination of the Buyers Personnel.
- 3.8.6 The Supplier shall provide an electronic report of the opinion to the Buyers once the Buyers Personnel consent has been gained.
- 3.8.7 The Supplier shall work with other suppliers of medical services which support ill-health retirement applications and Industrial Injury cases as needed in the collation of evidence for such cases.
- 3.8.8 The Supplier shall provide the Buyers with a copy of a medical in confidence report which contains a breakdown of known medical information in sealed envelopes to support ill-health retirement requests. The report may also be used to support injury benefit requests and in response to subject access requests.
- 3.8.9 The Supplier shall provide all medical opinion reports to the Buyers within ten (10) working days of request.

3.9 Pre-Appointment and Pre-Enrolment Check

- 3.9.1 The Supplier shall provide pre-appointment and pre-enrolment checks on behalf of the Buyers.
- 3.9.2 The Supplier shall (where requested) provide pre-interview assessments for Buyers and/or potential Buyers Personnel.
- 3.9.3 The Supplier shall work with the Buyers to determine the type and level of medical assessment for Buyers and/or potential Buyers Personnel prior to the Call Off Start Date.
- 3.9.4 The Supplier shall:
 - Provide an online assessment Service that will automatically return clearance where the potential Buyers Personnel responses conclude medical fitness;

- Assess fitness in relation to specific job requirements, and where necessary, identify health surveillance requirements including a baseline of the Buyers Personnel health status against which to measure future health surveillance tests;
- Where practicable and where requested by the Buyers, the health surveillance assessment and fitness for task test shall be conducted at the same time;
- Provide mandatory pre-employment substance misuse testing for drugs and alcohol, under the security clearance process required by some Buyers;
- Advise on any workplace adjustment including the provision of specialist equipment, which may be required in order to support Buyers Personnel or potential personnel with a pre-existing condition to carry out a role or participate in an interview;
- Provide automatic escalation of the case where required;
- Highlight if the Buyers Personnel is likely to be covered by the Equality Act 2010 and provide clear advice and guidance on any adjustments to the work/interview environment, required under the Equality Act 2010, taking account of the job specification/interview format;
- Provide a report to the Buyers following online screening within twenty-four (24) hours of screening;
- Provide an occupational health adviser written opinion following online assessment to the Buyers within two (2) working days of assessment;
- Provide Buyers Personnel with a face to face assessment within five (5) working days of request; and
- Provide Buyers with a written opinion following telephone and face-to-face assessment within two (2) working days of the assessment.

3.10 Fitness for Task and Safety Critical Work Services

- 3.10.1 The Supplier shall carry out fitness for task and safety critical work medical assessments to ensure that Buyers Personnel can safely do a specific job or task.
- 3.10.2 The Supplier shall ensure that all fitness for task and safety critical work assessments and reports are completed within ten (10) working days of referral.
- 3.10.3 The assessments shall:
 - Enable the Buyers to comply with relevant health and safety legislation and the Buyers policies and procedures;

- Determine if the Buyers Personnel is suffering from any medical condition or undergoing medical treatment which could impact on their ability to undertake a safety critical task or pose a significant risk to themselves or others; and
- Deliver mandatory substance misuse testing for drugs and alcohol, as required under the security clearance process as requested by Buyers.

3.10.4 The Supplier shall provide assessments, which will include but not be limited to:

- Annual medical assessment - safety critical roles;
- Breathing apparatus medicals and face fitness testing;
- Colour vision testing;
- Confined space working assessment;
- Control and restraint training;
- Diving medical;
- Driver medicals including DVLA Grp II medicals;
- Fire fighters assessments and medicals;
- Firearm training assessment;
- Fitness to carry firearms assessment;
- Fitness to travel or work overseas assessment;
- Fitness to undertake certain forms of training assessment (e.g. Physical and Adventurous Training PAT);
- Food handlers assessments;
- Fork lift truck medicals;
- HGV medicals;
- Marine medical assessments;
- Night workers assessments in accordance with the Working Time Regulations;
- Offshore working assessment;
- Otto fuel worker medicals;
- Personal safety training fitness assessment;
- Psychological screening/Mental Health workplace assessments;
- Podiatry assessment;
- Pregnant workers assessments;
- Railway workers medicals;

- Sea-going and ship working assessment;
- Weight of equipment fitness assessment; and
- Working at height assessments.

3.11 Surveillance Services

3.11.1 The Supplier shall provide health and medical surveillance and health monitoring Services in accordance with UK Legislation, including the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999.

3.11.2 The Supplier shall work with the Buyers to:

- Identify the tasks which legally require surveillance Services to be provided;
- Develop agreed health surveillance protocols in partnership with the Buyer in the event of an occupationally acquired disease outbreak, for example, the development of a communication strategy;
- Identify those Buyers Personnel who require surveillance Services;
- Record and monitor all surveillance Services provided, act in accordance with all legal requirements and provide a report to evidence this;
- Deliver surveillance Services as requested by the Buyers;
- Report immediately to the Buyers if Buyers Personnel are suffering work related exposures or are at risk of being exposed;
- Provide the Buyers Personnel with the content of the health surveillance test and gain their consent to release it to the Buyers; and
- Provide all required documentation to the Buyers to enable accurate records to be maintained.

3.11.3 The Supplier shall ensure all assessments are developed in line with clinical practice, relevant legislation and published industry practices.

3.11.4 The Supplier shall ensure that surveillance Services are undertaken by suitably skilled and experienced occupational health physicians, where required.

3.11.5 The Supplier shall provide Surveillance Services, which include, but are not limited to:

- Air quality & compressed air;
- Animal allergy;
- Asbestos health check;
- Body Fluid Exposure Management;

- Dermatology/skin assessment;
- Drug and alcohol testing;
- Fitness to travel overseas – dependent;
- Fitness to travel/work overseas – online or paper-based questionnaire;
- Functional capacity evaluation;
- Grain sampling exposure;
- HAVS (Hand Arm Vibration);
- Health standards (Maritime and Coastguard Agency volunteers);
- Hostile environment training;
- Ionisation radiation medicals;
- Needle Stick Injury Management
- Noise assessment / hearing surveillance;
- Potential exposure to dangerous chemicals or biological warfare agents or other dangerous fumes;
- Respiratory health surveillance;
- Road fuel testing unit health surveillance;
- Exposure to high risk hazards such as; asbestos, lead, substances in schedule 6 of the COSHH regulations, ionising radiation and work in compressed air;
- Biological monitoring or biological effect monitoring is required to measure and assess uptake and/or effects of exposure to substances;
- Spirometry/lung function tests; and
- Psychological assessments.

3.11.6 The Supplier shall ensure that all health surveillance and monitoring assessments and reports are completed within ten (10) working days of referral.

3.11.7 The Supplier shall ensure that all screening or assessments to be completed within three (3) working days of referral.

3.12 Hearing Tests

3.12.1 The Supplier shall provide hearing tests for the Buyers Personnel who:

- are in roles where good hearing is safety critical;
have experienced a noise incident at work;
- are experiencing hearing problems at work;

- are concerned that their hearing has been adversely affected by their work;
- whose performance at work is affected by a hearing problem; and
- are required to wear covert earpieces.

3.12.2 The Supplier shall provide an assessment for Buyers Personnel who are suffering with symptoms of acoustic shock that persist beyond a day or if there is a persistent hearing problem that affects their ability to do their work that is not due to equipment problems or an acute medical condition.

3.12.3 The Supplier shall ensure that, if as a result of a test, a problem is identified the Buyers Personnel shall be referred to their GP for further investigation or treatment.

3.13 Baseline Hearing Test

3.13.1 The Supplier shall provide baseline-hearing tests for the Buyers Personnel, prior to occupational exposure to noise in accordance with the Control of Noise at Work Regulations 2005.

3.13.2 The Supplier shall ensure that they support the Buyers in their duty of care to the Buyers Personnel, for example those working in a potential explosion site(s), with regular audiometry for hearing conservation/surveillance programmes.

3.14 Immunisations, Vaccinations, Inoculations, Medications and Blood Tests

3.14.1 The Supplier shall provide the Buyers Personnel with immunisations, vaccinations, inoculations, blood tests and/or medications (together called "Treatments")

3.14.2 The Supplier shall provide Treatments to the Buyers Personnel as required in the course of their role and as authorised by the Buyers and shall work with the Buyers to develop programmes and support ad-hoc requests for the delivery of specific Treatments which shall be made available to the Buyers Personnel.

3.14.3 The Supplier shall provide and use an online booking tool to effectively manage and support the delivery of clinics providing these Services.

3.14.4 The Supplier shall:

- Work with the Buyer's to assess the risk factors of job roles and develop programmes of Treatments for groups of Buyers' Personnel who have been identified as being "at risk" and who would benefit from specific Treatments;
- Work with the Buyers to identify job roles which require

Treatments and regularly review and maintain such information for the Buyers.

- Work with the Buyers to provide e-vouchers for Buyer's and Cluster Members Personnel where at all possible or at the request of the Buyer or Cluster Member.
- Provide UK wide coverage for all Treatments, whether for individual Buyers Personnel or the delivery of programmes of Treatments;
- Work with the Buyers contracted Suppliers to fully carry out Treatments and pre-travel checks and assessments;
- Provide travel clinics on request;
- Deliver Treatments at the Buyers premises where this represents the most cost effective and/or efficient means of delivering the Services;
- Have documented clear procedures for response to sharps injury, including speedy access to appropriate prophylaxis treatments; and
- Provide responsive screening where there is a threat of infection to Buyers Personnel (e.g. a needle stick or bite injuries) on request.

3.14.5 The Supplier shall comply with all relevant UK legislation and guidelines, including:

- UK HSA and Office of Health Improvement Standards;
- Control of substances hazardous to Health Regulations (COSHH);
- Health and Safety at Work Act 1974;
- Health and Safety Executive (HSE) Guidance;
- The Green Book – Immunisation Against Infectious Diseases 2013; and
- National Travel Health Network and Centre (NTHNC) advice and guidance standards.

3.14.6 The Supplier shall, in the delivery of Treatments, whether as part of a programme of Treatments or to individual Buyers Personnel:

- Inform the Buyers Personnel as to the full scope of the Treatment, including pre and post assessments, the number of Treatments required to complete a course and the frequency of Treatments;
- Provide general healthcare advice to support the Buyers Personnel throughout the Treatment;
- Provide all consumables to support the delivery of the Treatments (e.g. gloves, needles);

- Ensure all medical waste is disposed of in accordance with applicable law;
 - Maintain comprehensive patient records of all Treatments, and deliver recall notifications and make appointments for Buyers Personnel where they require a follow up appointment, periodic retesting or booster Treatment;
 - Inform the Buyers if a Buyers Personnel has failed to attend an appointment for Treatment and has not booked a replacement appointment;
 - Provide appropriately skilled Supplier Staff as required for the delivery of any Treatment in line with published guidelines; and
 - Provide the Buyers Personnel with the most up to date public health advice including, at a minimum, travel warnings, restrictions, medical and/or disease risks.
- 3.14.7 The Supplier shall ensure that the Buyers Personnel fully understand the impact of all Treatments on existing or underlying health conditions so that any risks can be managed and/or mitigated against.
- 3.14.8 The Supplier shall gain written consent from the Buyers Personnel, ensuring that the risks have been explained to them before accepting any course of treatment.
- 3.14.9 The Supplier shall book an appointment for the Buyers Personnel upon receipt of a request for treatment from the Buyers.
- 3.14.10 The Supplier shall book appointments for Treatments for Buyers Personnel within a reasonable travelling distance of the Buyers Personnel's home, but no more than one hour's travelling distance by public transport, from the Buyers Personnel's home office location.
- 3.14.11 The Supplier shall ensure availability of Services for Buyers Personnel's who have short notice travel requirements for example, essential Buyers Personnel required overseas urgently.
- 3.14.12 The Supplier shall administer Treatments for Buyers Personnel who have undertaken a fitness for posting overseas assessment and received recommendations of required Treatments from other specialist suppliers engaged by the Buyers. The Supplier shall ensure that such treatments are approved in advance by the Buyers.
- 3.14.13 The Supplier shall confirm the process for the delivery of Treatments, where the Buyers require Treatments for specialist groups (for example, high containment laboratory workers) and shall agree the Charges for these additional Services in advance with the Buyers.
- 3.14.14 **Table 1 - Immunisations, Vaccinations, Inoculations**
- (a) The Supplier shall provide Buyers Personnel with immunisations, vaccinations and inoculations.

- (b) The Supplier shall carry out the immunisations, vaccinations and inoculations listed in Table 1 below for Buyers Personnel as required in the course of their duties both at home and abroad.
- (c) The Supplier shall gain approval from the Buyers if other medication or treatment is required before administering such Treatment.
- (d) The Supplier shall provide the immunisations, vaccinations and inoculations listed, including but not limited to:

Table 1 - Immunisations, Vaccinations, Inoculations
Anthrax
BCG
Cholera oral full course
Combined Diphtheria, Tetanus and Polio
Combined Hepatitis A + B
Combined Hepatitis A + B (paediatric)
Combined Hepatitis A + Typhoid
Diftavax (Combined Diphtheria and Tetanus)
Diphtheria
Flu
Hepatitis A
Hepatitis B
Hepatitis C
Hepatyrix
Japanese Encephalitis
Junior Hepatitis B
Mantoux test
Meningitis ACWY
Meningococcal Meningitis

Polio
Rabies
Rubella
TB
Tetanus
Tick Encephalitis
Tick Encephalitis (Junior)
Typhoid
Typhoid (Oral)
VZV (Chicken pox)
Yellow Fever
Covid-19

3.14.15 **Table 2 – Blood Tests**

- (a) The Supplier shall provide the Buyers Personnel with blood tests as requested.
- (b) The Supplier shall carry out the blood tests listed in Table 2 below for Buyers Personnel as required in the course of their duties both at home and overseas.
- (c) The Supplier shall ensure that, if, as a result of the blood tests carried out the Supplier identifies that the Buyers Personnel requires a course of Treatment and/or a vaccination, inoculation or further blood tests then the Supplier shall prescribe the relevant Treatment.
- (d) The Supplier shall request approval from Buyers if, other medication or Treatment is required before administering such Treatment.
- (e) The Supplier shall refer the Buyers Personnel to their GP and or NHS Primary Care should other conditions be identified which require that the Buyers Personnel receive additional Treatment.
- (f) The Supplier shall provide the blood tests listed, including but not limited to:

Table 2 - Blood Group
Blood Tests - Hepatitis A Antibody
Blood Tests - Hepatitis B Antibody
Blood Tests - Hepatitis C Antibody
Diphtheria immunity
Hepatitis B Surface Antigen
HIV Antibodies
Rubella Antibodies
Urine Cytology
Brucella
Q Fever

3.14.16 **Table 3 – Medications**

- (a) The Supplier shall provide the Buyers Personnel with medications when requested by the Buyers.
- (b) The Supplier shall prescribe the medications listed in Table 3 below to the Buyers Personnel as required for the treatment of applicable medical conditions or in the course of their duties both at home and overseas.
- (c) The Supplier shall prescribe generic medications unless:
 - The Buyers request a specific medication to be used. The Supplier shall check and confirm that such medication can be used for the purposes requested before it is administered;
 - Buyers Personnel require a specific named medication for medical reasons;
 - Published health advice recommends that generic products should not be used; and
 - Generic products are not available for the medication required. In such cases the Supplier shall use the published recommended product.
- (d) The Supplier shall provide the medications listed, including but not limited to:

Diarrhoea: Diarrhoea Treatment Kit
Diarrhoea: Loperamide
Insect Repellent: Diethyltoluamide (DEET – Insect repellent)
Broad spectrum: Doxycycline Tablets
Malaria : Chloroquine tablets
Malaria : Malarone tablets
Malaria : Malarone Paediatric tablets
Malaria : Avlocor tablets
Malaria : Mefloquine (Lariam) tablets
Malaria : Paludrine tablets
Insect Repellent: Mosi Guard 50% Spray
Insect Repellent: Mosi Guard Natural.
Influenza type A and B: Tamiflu

3.15 Health Screening Services

3.15.1 The Supplier shall provide a face-to-face health screening programme to the Buyers Personnel, including but not limited to:

- Lifestyle questionnaire;
- Body Mass index;
- Blood Pressure tests;
- Lung function tests (peak expiratory flow rate);
- Liver function (GGT);
- ECG;
- Diabetes testing; and
- Urinalysis and Haemoglobin test (cholesterol and random glucose).

3.15.2 The Supplier shall signpost the Buyers Personnel to the Buyers Employee Assistance Programme Services or Wellbeing platform if deemed necessary, based on the assessment of the Buyers Personnel's response to questions and/or physical examination.

3.16 Physiotherapy Services

- 3.16.1 The Supplier shall provide physiotherapy Services and shall deliver these Services either:
- face-to-face;
 - via telephone;
 - via Secure Video conferencing;
 - using the online portal; and/or
 - paper based.
- 3.16.2 The Supplier shall provide the Buyers Personnel with exercise and advice programmes that can be self-managed by the Buyers Personnel.
- 3.16.3 The Supplier shall accept self-referral from Buyers Personnel or from Referring Managers, in line with the Buyers policies.
- 3.16.4 The Supplier shall provide Supplier Staff who are qualified as physiotherapists or suitably qualified to assess the needs of the Buyers Personnel and determine if physiotherapy Services are an appropriate form of treatment.
- 3.16.5 The Supplier shall agree the criteria for face-to-face or video conferencing physiotherapy with the Buyers who will approve the number of sessions that can be offered to the Buyers Personnel through the Call off Contract Period.
- 3.16.6 The Supplier shall provide face-to-face or video conferencing physiotherapy which shall accommodate the Buyers Personnel's mobility needs and shall be conducted in a location which meets such needs.
- 3.16.7 The Supplier shall provide a detailed assessment of the Buyers Personnel's musculoskeletal injuries to identify any traumatic and trauma associated conditions.
- 3.16.8 The Supplier shall provide a report to the Buyers Referring Manager if appropriate and the Buyers Personnel, on the nature, extent and prognosis of each individual condition, including appropriate treatment programmes.
- 3.16.9 The Supplier shall provide fast track physiotherapy Services to the Buyers Personnel who present with a musculoskeletal disorder resulting from an acute injury, which may or may not be work-related.
- 3.16.10 The Supplier shall not provide this service to the Buyers Personnel with long-standing chronic conditions; such Buyers Personnel shall be signposted by the Supplier to NHS Primary care.
- 3.16.11 The Supplier shall provide the Buyers Personnel with a telephone assessment within four (4) working days of request.

3.16.12 The Supplier shall provide the Buyers Personnel with an appointment and first face-to-face physiotherapy session within seven (7) calendar days of referral.

3.16.13 The Supplier shall provide the Referring Manager and the Buyers Personnel with a report detailing the outcome of the treatment within two (2) working days of completion of treatment.

3.17 Workplace Assessments, Diagnostics and Adjustments

3.17.1 The Supplier shall provide Buyers with workplace assessments, diagnostics and adjustments where requested. The arrangements for Referring Managers to request assessments, diagnostics and adjustments is or to be agreed with Buyer during implementation

3.17.2 The Supplier shall conduct assessments of a Buyers Personnel's workstation, workplace or specialist requirements to determine what, if any, adjustments are required to support the Buyers Personnel's ability to attend work or to carry out a particular job.

3.17.3 The Supplier shall ensure that role and procedure assessments are included in the overall assessment.

3.17.4 The Supplier shall ensure that assessments are appropriate for Buyers Personnel with a diverse range of conditions, including neuro-diverse conditions.

3.17.5 The Supplier shall provide a report to the Buyers after an assessment listing recommended adjustments.

3.17.6 The Supplier shall only perform diagnostics where the Buyer has provided explicit instruction for the diagnostic to be undertaken. The performance of diagnostics by the Supplier shall be exceptional and assessments shall not be withheld from Buyers' employees without formal diagnosis.

3.17.7 The Supplier shall assess any existing workplace adjustments to determine if continued use of such provision is acceptable.

3.17.8 The Supplier shall ensure that all workplace assessments including those listed below take a maximum of twenty-one (21) working days from referral to delivery of report to the Buyers.

3.18 Assessments Relating to Workplace Adjustments for Hearing and Visual Differences

3.18.1 The Supplier shall provide Buyers with assessments relating to workplace adjustments for hearing and visual differences where requested.

3.18.2 The Supplier shall carry out specialist hearing or visual needs assessments in the Buyers Personnel working environment.

3.18.3 The Supplier shall provide a detailed report recommending suitable aids, adjustments, equipment, technology, training and/or specialist

support for both the Buyers Personnel and the Referring Manager and make recommendations to the Buyers Personnel of actions they can take to enable them to do their job effectively.

3.19 Dyslexia Assessments

- 3.19.1 The Supplier shall provide dyslexia assessments by specialist dyslexia assessors (including Educational Psychologists) where requested by Buyers.
- 3.19.2 The Supplier shall carry out the assessment in the Buyers Personnel working environment and shall provide a report to the Buyers Personnel and Referring Manager listing any suggested workplace adjustments to be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Buyers Personnel of actions they can take to enable them to do their job effectively.

3.20 Autism Workplace Needs Assessment

- 3.20.1 The Supplier shall provide Autism Workplace Needs Assessments where requested by Buyers.
- 3.20.2 The Supplier shall carry out the assessment in the Buyers Personnel working environment and shall provide a report to the Buyers Personnel and Referring Manager listing any suggested workplace adjustments to be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Buyers Personnel of actions they can take to enable them to do their job effectively.

3.21 Dyspraxia and Dyscalculia Workplace Needs Assessment

- 3.21.1 The Supplier shall provide Dyspraxia and Dyscalculia Workplace Needs Assessments where requested by Buyers.
- 3.21.2 The Supplier shall carry out the assessment in the Buyers Personnel working environment and shall provide a report to the Buyers Personnel and Referring Manager listing any suggested workplace adjustments to be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Buyers Personnel of actions they can take to enable them to do their job effectively.

3.22 ADHD Workplace Needs Assessment

- 3.22.1 The Supplier shall provide ADHD Workplace Needs Assessments where requested by Buyers.
- 3.22.2 The Supplier shall carry out the assessment in the Buyers Personnel working environment and shall provide a report to the Buyers Personnel and Referring Manager listing any suggested workplace adjustments to be made, including any learning or coaching required,

some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Buyers Personnel of actions they can take to enable them to do their job effectively.

3.23 Ergonomic and Display Screen Equipment (DSE) Assessment

3.23.1 The Supplier shall provide Ergonomic and DSE Assessments where requested by Buyers. This shall include, but not be limited to:

- Providing on-site workstation assessments in-line with the Buyer's policies;
- Providing off-site workstation assessments for those Buyers Personnel who work remotely at home or in field locations;
- Assessment of ergonomics such as dust levels and lighting;
- Providing on-line DSE Assessments
- Delivery of DSE assessor training for Buyers personnel;
- Providing written advice on workstation suitability and configuration considering individual needs, health and safety requirements and any physiological conditions; and
- Advising, in report format, the requirement for additional / alternative ergonomic equipment and learning to support an individual whilst at work.

3.24 Mental Health Workplace Assessment

3.24.1 The Supplier shall provide Mental Health Workplace Assessments for Buyers to support Buyers Personnel who are experiencing mental health problems that are affecting their performance in the workplace.

3.24.2 The Supplier shall carry out the assessment in the Buyers Personnel working environment and shall provide a report to the Buyers Personnel and Referring Manager listing any suggested workplace adjustments to be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Buyers Personnel of actions they can take to enable them to do their job effectively.

3.25 Workplace Needs Assessment

3.25.1 The Supplier shall provide Workplace Needs Assessments for Buyers to support Buyers Personnel who do not have a diagnosis but are experiencing difficulties in the workplace with issues such as attention, organisation, working memory, time management etc.

3.25.2 The Supplier shall provide an assessment in the Buyers Personnel workplace and shall provide a report to the Buyers Personnel and Referring Manager listing any suggested workplace adjustments to be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, suggested and

shall make recommendations to the Buyers Personnel of actions they can take to enable them to do their job effectively.

- 3.25.3 The Supplier shall not undertake diagnostic activity unless requested by Buyers.

3.26 Learning Difficulty Diagnosis

- 3.26.1 The Supplier shall provide diagnostic services only where requested by Buyers if Buyers have identified that Buyers Personnel are experiencing difficulties in the workplace which may be due to undiagnosed conditions such as but not limited to:

- Dyspraxia
- Dyslexia
- Autism Spectrum Syndrome
- ADHD
- Dyscalculia
- Asperger's

- 3.26.2 The Supplier shall provide assessments by psychologists or by specialist teachers using a range of appropriate tests. The purpose of the diagnostic is to provide adequate evidence of the Buyers Personnel functioning ability across the full range of cognitive abilities and skills that are required to complete their work role.

- 3.26.3 The Supplier shall provide a report to the Buyers Personnel and Referring Manager listing any findings, diagnostics and suggested workplace adjustments to be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Buyers Personnel of actions they can take to enable them to do their job effectively.

3.27 Coping Strategy Coaching

- 3.27.1 The Supplier shall where requested by the Buyer provide Coping Strategy Coaching to Buyers Personnel who may be experiencing more severe difficulties in processing and carrying out tasks in the workplace such as:

- Organisation
- Time Management
- Memory Skills
- Spelling
- Numeracy

- 3.27.2 The Supplier shall provide this Service through experienced coaches to Buyers Personnel in the workplace for up to a maximum of three (3) sessions. Additional sessions would need to be authorised by the Buyer.

- 3.27.3 The Supplier shall provide solutions and coping strategies to the Buyers Personnel to enable them to do their job effectively and provide a report to the Referring Manager listing any suggested workplace adjustments or learning that is required.

3.28 Support Worker Assessment

- 3.28.1 The Supplier shall provide Buyers with support worker assessments where requested.
- 3.28.2 The Supplier shall, on request by the Buyers, assess a disabled Buyers Personnel's need for a clinical or non-clinical support worker to assist them at work. For example, support may include personal hygiene, support with eating, dressing and/or supporting a disabled Buyers Personnel in and around the workplace.
- 3.28.3 The Supplier shall carry out the assessment at the Buyers Personnel's place of work and shall book an appointment with the Buyers Personnel upon receipt of a request from Buyers.
- 3.28.4 The Supplier shall provide the Buyers with a formal report of the assessment and the report shall include advice relating to the tasks a support worker would be required to undertake.
- 3.28.5 The Supplier shall advise Buyers where to source a support worker to carry out the tasks recommended in the assessment.

3.29 Occupational Therapy Assessment

- 3.29.1 The Supplier shall provide an occupational therapy assessment for Buyers Personnel where requested for example, where a clinical need has been identified.
- 3.29.2 The Supplier shall work with other Buyers contracted suppliers engaged in the supply and delivery of the service, including specialist equipment suppliers.
- 3.29.3 The Supplier shall deliver an assessment report to the Buyers detailing the Buyers Personnel issues identified, functional abilities, potential adjustments that should be made in the workplace for the Buyers Personnel and a graded rehabilitation programme.
- 3.29.4 The Supplier shall carry out a follow-up assessment, to be undertaken by an occupational therapist, on request of the Buyers.
- 3.29.5 The Supplier shall assess whether the recommendations and advice provided in the assessment report have been implemented correctly and assess if further adjustments are required.
- 3.29.6 The Supplier shall confirm to the Buyers if the Buyers Personnel has sufficient information to manage their condition and shall confirm that equipment provided has been set up and/or modified appropriately.

3.30 Specialist Support Services

3.30.1 The Supplier shall provide specialist support Services to Buyers which includes but is not limited to:

- Telephone advice line for Referring Managers;
- Specialist advice for Referring Managers via case conferences;
- Training and/ or specialist support for both the Buyers Personnel and line managers to enable implementation of the recommendations listed in an assessment report; and
- Additional reports or further information in relation to the original assessment should further information be required

3.31 Therapeutic Psychological Services

3.31.1 The Supplier shall provide therapeutic interventions, which shall be required due to the high risk and traumatic nature of some job roles.

3.31.2 The Buyer shall inform the Supplier at Call-Off stage whether this Service is required. The Buyers Employees Assistance Programme may also provide therapeutic Interventions.

3.31.3 The supplier shall carry out an initial psychological assessment of the Buyers Personnel within forty-eight (48) hours of referral to provide the most clinically appropriate therapeutic intervention.

3.31.4 The Supplier shall be able to provide the following therapies:

- Cognitive Behavioural Therapy (CBT);
- Trauma Focussed CBT;
- Eye Movement Desensitization and Reprocessing (EMDR); and
- Other approved and appropriate specialist interventions as recommended by a clinician and approved by the Buyer.

3.31.5 The Supplier shall:

- Arrange the first counselling session appointment within forty eight (48) hours of agreeing that a therapeutic intervention is an appropriate form of treatment;
- Ensure the first session of the therapeutic intervention takes place within five (5) days of referral;
- Provide a fast-track referral option where circumstances require a therapeutic intervention session in advance of the standard appointment window. A fast track referral appointment shall take place within two (2) days of first referral;
- Ensure that the duration of the initial consultation and subsequent sessions are in line with clinical best practice;
- Ensure that when work-related stress is identified as an underlying issue, that assessment is carried out in conjunction

with the Health and Safety Executive Management Standards;

- Provide immediate telephone counselling support and/or forward Buyers Personnel immediately to emergency NHS Primary Care/A&E where a User is presenting at risk i.e. 'red flag'. Examples of such are, medical emergencies and the risk of self-harm; and
- Provide the first face-to-face therapeutic intervention session for urgent cases within twenty-four (24) hours of first contact.
- Provide digital delivery, such as secure video conferencing, where this method of delivery is clinically appropriate and with the consent of the Buyers personnel.

- 3.31.6 Where such therapeutic intervention Services are recommended by the Supplier for a User the maximum number of sessions shall be agreed and approved between the Supplier and Buyers prior to commencement. The Supplier shall provide the Referring Manager with a discharge report at the end of the therapy.
- 3.31.7 The Supplier shall provide psychological assessment (PHQ9 and GAD7) MI to the Buyer to demonstrate the effectiveness of therapeutic services.
- 3.31.8 The Supplier shall ensure that they have access to a comprehensive UK wide network of counsellors available to deliver these Services.
- 3.31.9 The Supplier shall ensure that premises are appropriate, safe and offer adequate levels of privacy to Users, if they provide face-to-face therapeutic intervention away from the Users normal place of work.
- 3.31.10 The Supplier shall provide appointments within a reasonable travelling distance of the User's home, but no more than one hour's travelling distance by public transport, from the User's home office location.
- 3.31.11 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to Users who are disabled, including disabled parking.
- 3.31.12 The Supplier shall ensure that all face-to-face appointments shall meet the User's wishes with regards to counsellors of the same gender and if possible race and religion.
- 3.31.13 The Supplier shall provide where required, a fully accessible, secure online therapeutic intervention Service. The Supplier shall ensure that Users who are posted overseas can also access the Service. This shall be agreed if and when throughout the Call Off Contract Period.
- 3.31.14 The Supplier shall facilitate a referral to NHS / specialist agencies outside any contracted Services to Users requiring prolonged counselling or psychotherapy. The Buyer shall not meet the costs resulting from these referrals. The Supplier's Staff shall not offer Buyers Personnel private counselling or therapy.

3.31.15 The Supplier shall provide overseas based face-to-face therapeutic interventions if required by Users which shall be agreed if and when throughout the Call Off Contract Period.

3.31.16 The Supplier shall agree overseas-based therapeutic intervention Charges in advance with the Buyer.

3.32 Failure to Attend Appointments Process

3.32.1 The Supplier shall remind Buyers Personnel via telephone, e-mail and/or SMS of booked appointments. The Supplier shall send a reminder to Buyers Personnel at least forty-eight (48) and twenty-four (24) hours before any appointment is due.

3.32.2 The Supplier shall inform the Referring Manager of all missed appointments, including repeated failures to attend. If the Buyers Personnel does not attend three appointments the Supplier shall work with the Buyers to address why the Buyers Personnel has been unable to attend an appointment and seek to resolve the issue.

3.32.3 The Supplier shall identify and report on all missed appointments and work with Buyers to propose, implement and track ways of reducing the number of missed appointments.

3.32.4 The Supplier shall make every effort to utilise appointment slots, including, where practicable, contacting other members of Buyers Personnel who may be able to attend an appointment at short notice. If the appointment is utilised, no fee for cancellation/non-attendance will be payable by the Buyer to the Supplier.

3.32.5 Where an appointment that is to be delivered remotely is cancelled with less than 48 hours' notice or not attended a cancellation charge may apply. Where the appointment can be utilised, no cancellation charge will be payable by the Buyer.

3.32.6 Where an appointment that is to be delivered face to face is cancelled with less than five (5) working days' notice or not attended, a cancellation charge may apply. Where the appointment can be utilised, no cancellation charge will be payable by the Buyer.

3.33 Consultancy Services

- 3.33.1 The Supplier shall provide an innovative consultancy Service based on insight, research and data delivered by Supplier Staff with specialist knowledge, where requested by Buyers.
- 3.33.2 The consultancy Services shall include:
- Information and support about national health concerns and initiatives, health trends and departmental absence trends;
 - Health and safety industry specialists to deliver health surveillance guidance and training;
 - Project managers to manage specific projects and co-ordinate defined research activities;
 - Occupational health advisors to deliver educational and advice Services focused on health in the workplace. Such Services can be delivered in a variety of ways, including presentations, published guidance and/or webinars;
 - Occupational health physicians to deliver advice and guidance on health in the workplace. Such Services can be delivered in a variety of ways including presentations, guidance and/or webinars; and
 - Occupational therapists to deliver consultancy, education and training on areas pertinent to the provision of the Services.
- 3.33.3 The Supplier shall provide suitably qualified, skilled or experienced Supplier Staff to attend an employment tribunal to provide support or to act as a witness where requested by the Buyers.

3.34 Education and Awareness Programmes

- 3.34.1 The Supplier shall deliver a programme of education and support to Buyers Personnel in relation to the Services.
- 3.34.2 The Supplier shall agree the content and delivery of such programmes in advance with the Buyers.
- 3.34.3 The Supplier shall ensure that all health promotion materials reflect that of wider government health policy published by the Department of Health and UK HSA and Office of Health Improvement Standards and reflect clinical best practice.
- 3.34.4 The Supplier shall include relevant material in their programme which is provided by Buyers, such as policy changes and health and wellbeing initiatives. The content of any programme shall be based on material readily available by the Supplier and tailored where required for the Buyers.
- 3.34.5 The Supplier shall develop, where requested by the Buyer, tailored material to be delivered to the Buyers' employees. The Supplier shall not charge for the delivery of tailored material until the Buyer has agreed the content and delivery method.

- 3.34.6 The Supplier shall ensure that programmes coincide with all national and local health strategies and awareness campaigns.
- 3.34.7 The Supplier shall deliver the programmes using a variety of communication methods, including posters, leaflets, audio, web-based, workshops and seminars and shall tailor programmes to meet the needs of the Buyers.
- 3.34.8 The Buyer shall pay cancellation charges for workshops and seminars cancelled with less than two (2) weeks' notice. The cancellation charges should be reflective of whether or not the venue or Supplier Staff are able to be used for other purposes and be reduced/waived accordingly.
- 3.34.9 The Supplier shall ensure subject areas cover general health and wellbeing including, but limited to:
- Mental health;
 - Musculoskeletal health;
 - Healthy lifestyle;
 - Stress management;
 - Back care;
 - Exercise;
 - Sleep;
 - Health promotion;
 - Smoking awareness;
 - Sun safe;
 - Blood pressure;
 - Diabetes (incorporating obesity and healthy eating);
 - Bone density;
 - Weight; and
 - Diet and nutrition.
- 3.34.10 The Supplier shall ensure that Education and Awareness Programmes are accessible and compliant with WCAG 2.1 guideline.

3.35 Premises and Access to Services

- 3.35.1 The Supplier shall ensure when delivering Services on the Buyers premises that the accommodation is suitable for the Services.
- 3.35.2 The Supplier shall agree with Buyers any equipment required for the delivery of on-site Services.
- 3.35.3 Where the Supplier shall be responsible for the provision of such equipment the Supplier shall provide the Buyers with all requirements

of the premises in order that the equipment can be correctly installed and maintained.

- 3.35.4 The Supplier should note that the availability of WIFI may be inconsistent across the Buyers premises.
- 3.35.5 The Supplier shall ensure that access to premises is requested from Buyers in advance of Services being performed so as to allow for any additional security clearance, which may be required.
- 3.35.6 The Supplier shall provide mobile units and all necessary equipment and Supplier Staff where the Services are required to be delivered from such facilities. The Services may also be required for Buyers Personnel based in remote locations, travel clinics or where the Buyers are unable to provide suitable accommodation.
- 3.35.7 The Supplier shall ensure that face-to-face Services which are required away from the Buyers normal place of work, are conducted on premises that are appropriate, safe and offer adequate levels of privacy for Buyers Personnel.
- 3.35.8 The Supplier shall ensure that appointments take place in suitable Supplier premises within a reasonable travelling distance of the Buyers Personnel's home and will be agreed with the Buyers Personnel before confirming the appointment
- 3.35.9 The Supplier shall ensure, if requested by the Buyers Personnel, Supplier Staff of the same gender shall carry out the consultation.
- 3.35.10 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to disabled Buyers Personnel, including disabled parking.

3.36 Service Implementation

- 3.36.1 The Supplier shall provide implementation support for Buyers at Call Off stage, which shall include as a minimum but not limited to:
 - A detailed implementation plan, including risks and mitigation, tasks, a timeline, milestones, priorities and dependencies;
 - Work with the Buyers to set up systems and processes to support the delivery of the Services;
 - Work with the Buyers to agree all policies and procedures which are relevant to the Services and develop and execute a training plan for relevant Supplier Staff;
 - A communications strategy to ensure the Buyers are kept informed at key stages during the transition of Services;
 - Details of the publicity and promotion activity to launch the service. This should be provided free of charge.
 - Work with the incumbent Suppliers to ensure a seamless transfer and continuity of Services, including the transfer of all relevant medical records and Data: and

- The transfer of all relevant historical medical records to any new Supplier on expiry of a Call Off contract.
- 3.36.2 The Supplier shall provide Buyers with a process flow and description of how appropriate Services are managed, from the point of contact through to case management and resolution as part of their implementation plan. These processes shall be approved in advance by Buyers.
- 3.36.3 The Supplier shall ensure that where Buyers have separate contracted provision for employee assistance programmes, the Supplier shall work with other Buyers contracted Suppliers to deliver a seamless and joined up approach across the Service.
- 3.36.4 The Supplier shall establish a project team, which is responsible for the implementation of the Services.
- 3.36.5 The Supplier shall appoint a project manager with relevant experience of implementing a project of similar size and complexity.
- 3.36.6 The Supplier project manager shall report to the Buyers on all aspects of implementation.

3.37 Diversity and Inclusion

- 3.37.1 The Supplier shall ensure Services comply with all discrimination legislation, including the Equality Act 2010 and Gender Recognition Act 2004.
- 3.37.2 The Supplier shall ensure Supplier Staff are trained in such legislation as necessary for the provision of the Services and ensure that diversity and inclusion is embedded and promoted within all Services. The delivery of Services shall be accessible to the Buyers Personnel users, and shall include as a minimum:
- The Service shall be fully and demonstrably compliant with the Public Sector Bodies Accessibility Regulations to ensure that all staff have equal access to the Services. Further information is available at:
<https://gds.blog.gov.uk/2018/09/24/how-were-helping-public-sector-websites-meet-accessibility-requirements/>
 - Provision of written reports in alternative formats where required or upon request of the Buyers Personnel;
 - Telephone services to support Buyers Personnel with hearing or speech difficulties;
 - Services for Buyers Personnel whose first language is not English and who may request or require language support; Services for Buyers Personnel with Neuro-diverse conditions who may have specific communication or Service needs.
 - Access to Supplier premises for face-to-face appointments shall

be accessible for people with disabilities, where required to be so. Where this is not possible alternative arrangements shall be made in advance of any appointments; and

- Provision of disabled parking at Supplier premises, where required.

4. MANDATORY REQUIREMENTS: SUPPLIER ACCREDITATION, SECURITY AND STANDARDS

4.1 Supplier Accreditation

- 4.1.1 The Supplier shall be Safe Effective Quality Occupational Health Service (SEQOHS) accredited or be signed up to the SEQOHS accreditation pathway.
- 4.1.2 The Supplier shall act in compliance with Health and Safety Executive (HSE) guidance in the delivery of the Services.
- 4.1.3 The Supplier shall ensure that all Service delivery adheres to recognised public health initiatives and best practices including, but not limited to:
 - Civil Service Health & Wellbeing Strategy
 - NICE Workplace Guidance;
 - The NHS Long Term Plan (2019);
 - Workplace Health: Applying All Our Health (PHE 2019); and
 - HSE Guidance
- 4.1.4 The Supplier shall ensure that the delivery of Services remains current with all changes to published public health initiatives and will update the Buyers how any changes will be applied to and/or impact the delivery of the Services.
- 4.1.5 The Supplier shall work with Buyers to support the NHS Long Term Plan (2019). The “LTP” is a 10 Point Plan designed to improve the health and wellbeing of the population.

4.2 Security

- 4.2.1 The Supplier shall deliver the service in accordance with the HMG Security Policy Framework.
<https://www.gov.uk/government/publications/security-policy-framework>
- 4.2.2 The Supplier shall have a Cyber Essentials Scheme Basic Certificate or equivalent at the commencement date of the Framework. Cyber Essential Scheme requirements can be located at:
<https://www.ncsc.gov.uk/cyberessentials/overview>.

- 4.2.3 The Supplier shall ensure that Buyers information and Data is secured in a manner that complies with the Government Security Classification Policy rating of OFFICIAL-SENSITIVE. The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and Data is transmitted across all applicable networks and/or in line with the Buyers' requirements.
- 4.2.4 The Supplier shall, where required, have the capability to employ encryption to information / Data which shall be sent across a network or extracted by electronic means. The Supplier shall ensure that the level of encryption complies in full with the Government Security Classification Policy rating of OFFICIAL-SENSITIVE.
- 4.2.5 The Supplier shall ensure that any suspected or actual security breaches are reported to the Buyers representative immediately and depending on the impact of the breach, shall be included in monthly/quarterly performance reporting to the Authority.
- 4.2.6 The Supplier shall comply with all relevant legislation, organisational and cross Government policy and guidelines in relation to Data and asset security.

4.3 Standards

- 4.3.1 The Supplier shall provide secure solutions that include, but are not limited to:
 - Cyber Essentials Scheme Basic Certificate;
 - ISO 9001 or agreed;
 - ISO 27001 Information Security Management or agreed; and
 - HMG Baseline Personnel Security Standard.
- 4.3.2 Buyers will require the Supplier to undertake Check Assurance with a National Cyber Security Centre (NCSC) approved provider, Further information on NCSC penetration testing can be found at:
<https://www.ncsc.gov.uk/information/using-check-provider>
<https://www.ncsc.gov.uk/guidance/penetration-testing>
 - The Supplier shall not charge a premium to Buyers for any additional standards and/or security compliance applicable to a Call Off contract, unless otherwise agreed in advance by Buyers.

5. MANDATORY REQUIREMENTS: SUPPLIER STAFF

5.1 Supplier Staff

- 5.1.1 The Supplier shall ensure that all Supplier Staff are suitably experienced, skilled and/or qualified to deliver the Services for which they are employed.

5.2 Patient Confidentiality and Anonymity

- 5.2.1 The Supplier shall ensure that Supplier Staff are aware of the following:
- Factual, contemporaneous and legible medical records shall be maintained for all users of the Services; and
 - Reports produced for Buyers Personnel can be disclosed to that Buyers Personnel on request in accordance with the General Data Protection Regulation (GDPR).
- 5.2.2 The Supplier shall ensure Supplier Staff are trained in all applicable law relating to patient confidentiality and the Supplier shall provide evidence of such training on request to any Buyer.

5.3 Qualifications

- 5.3.1 The Supplier shall ensure that Supplier Staff delivering the Services shall have the following qualifications:
- Clinical staff shall be registered with the relevant regulatory Authority and shall have annual verification of GMC, NMC, HCPC certification;
 - Consultant occupational health physicians shall be a Member or Fellow of the Faculty of Occupational Medicine (MFOM or FFOM), or can demonstrate they are in the process of accreditation;
 - Occupational health physicians shall be an Associate of the Faculty of Occupational Medicine (AFOM) and shall hold as a minimum a Diploma in Occupational Medicine (DOccMed). Such Supplier Staff shall have access to consultant occupational health physicians in order to consult on complex or specialist cases;
 - Occupational health advisors shall be a Registered Nurse (RN) with the Nursing Midwifery Council (NMC) and shall hold or can demonstrate they are working towards a degree or post-graduate diploma in Occupational Health with associated registration on Part 3 of the Register as a Specialist Community Public Health Nurse (OH) (SCPHN/OH);
 - HAVS screening shall be carried out by Supplier Staff who are trained practitioners to the NHS Career framework Level 3 standard (OH Support Worker Level 2);
 - All Supplier Staff who provide immunisation, screening, and/or surveillance Services shall be a Registered Nurse (RN) with the Nursing Midwifery Council (NMC) and shall hold evidence of having undertaken face to face immunisation training in the last 12 months including basic life support and anaphylaxis (NHS Career framework Level 2 (OH Support Worker Level 1))

- Supplier Staff who deliver health surveillance Services shall be competent in the management of Health and Safety at Work Regulations 1999 Section 7 and shall operate to clinical protocols;
- Occupational therapists shall hold a BSc (Hons) in Occupational Therapy or a Master's Degree or Advanced Postgraduate qualification in Occupational Therapy. They shall also be registered with the Health and Care Professions Council (HCPC) and shall hold membership of the British Association of Occupational Therapists; and
- Physiotherapists shall have a BSc in Physiotherapy and shall hold professional registration with the Health and Care Professions Council (HCPC).

5.3.2 The Supplier shall ensure all Supplier Staff who provide counselling Services shall:

- Have a Diploma in Counselling or equivalent;
- Comply with the BACP Ethical framework for good practice in Counselling and Psychotherapy 2012;
- Have experience of delivering short term counselling;
- Have 450 hours of counselling experience post qualification;
- Undertake regular supervision by a qualified counselling supervisor in line with BACP guidelines;
- Hold membership or accreditation with one or more of the registered bodies listed in section 3.20; and
- Ensure therapists delivering therapeutic Services meet the minimum level of relevant qualifications and experience required for membership of their appropriate professional bodies (The British Association for Behavioural and Cognitive Psychotherapies, EMDR UK & Ireland Association and the British Association for Counselling and Psychotherapy).

5.4 Training

- 5.4.1 The Supplier shall ensure that all Supplier Staff undertake Continuing Professional Development (CPD).
- 5.4.2 The Supplier shall provide adequate supervision and support, where newly qualified Supplier Staff provide the Services, including a designated qualified mentor.
- 5.4.3 The Supplier shall ensure all Supplier Staff who provide Services shall:
- Be trained in diversity and inclusion;
 - Be appropriately trained in the Buyers processes and policies as provided by the Buyers;

- Be trained in the Supplier's processes, procedures and policies, including those which have been agreed between the Supplier and the Buyers; and
- Be trained in the counselling and advice Services that are offered and/or available and have access to a database of such Services so that Buyers Personnel who use the Services can be triaged appropriately and signposted to the relevant Services.

5.4.4 The Supplier shall keep a record of such training and provide evidence of training and/or qualifications on request to the Buyers.

5.5 Supplier Staff Specialist Requirements

- 5.5.1 On request, Suppliers shall provide Supplier Staff with relevant specialist knowledge, skills, experience and training to operate in specialist environments, such as:
- Specialist knowledge of chemical and biological incidents;
 - Physical resilience when working in rough terrain;
 - Experience of heavy manual handling;
 - Knowledge of specialist equipment which shall be notified by the Buyers;
 - Training in the use of specialist personal protective equipment; and/or
 - Knowledge and/or qualified to work with a fitted respirator.
- 5.5.2 The Supplier shall allow the Buyers to interview and approve Supplier Staff who shall be permanently based on the Buyers premises delivering the Services.

5.6 Vetting

- 5.6.1 The Supplier shall ensure that Supplier Staff having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Suppliers shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all Supplier Staff having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at: <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>
- 5.6.2 The Supplier shall ensure that all Supplier Staff, have been security vetted and approved to Disclosure and Barring Service (DBS) relevant standards and/or Disclosure Scotland relevant standards where appropriate. The Supplier shall ensure this is completed prior to the involvement of Supplier Staff in the delivery of the Services under this Framework Agreement.
- 5.6.3 The Supplier shall ensure that all Supplier Staff have appropriate security clearance and comply with any additional security requirements specified by Buyers at the Call Off stage.
- 5.6.4 The Supplier shall provide details of its Supplier Staff security procedures to Buyers.

6. MANDATORY REQUIREMENTS: BUYERS CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION

6.1 Call Off Contract Management

- 6.1.1 The Supplier shall provide a suitably qualified Supplier's Contract Manager within five (5) working days of the Call Off contract Commencement date, provide the Buyer with the name and contact details (including the telephone number and email address) of the 'Call Off contract' manager.
- 6.1.2 The Supplier's Contract Manager shall have a detailed understanding of the Framework and Call Off contract and shall have experience of managing contracts of similar size and complexity.
- 6.1.3 The Supplier shall communicate any change in the 'Call Off contract' manager to the Buyer no less than one (1) month in advance of any planned change.
- 6.1.4 The Supplier shall participate in face to face meetings at no additional cost to the Buyer.
- 6.1.5 The Supplier shall promote, deliver and communicate transparency of pricing and savings when requested by the Buyer.
- 6.1.6 The Supplier Supplier's Contract Manager shall be the primary contact between the Supplier and the Buyer. The Supplier Supplier's Contract Manager shall be responsible for managing the relationship with the Buyer, which shall include:
 - Ensuring continuity of provision and Service delivery;
 - Service planning, monitoring and continuous improvement;
 - Agreeing and documenting points of contact with the Supplier for communication and escalation;
 - Contract administration;
 - The provision of management information;
 - Attending contract review meetings at the frequency determined by the Buyer;
 - Providing detailed key performance Data;
 - Issue resolution and Service improvement where issues have been identified; and
 - Resolution of complaints and queries, which have been escalated.
- 6.1.7 The Supplier shall provide contact details of Supplier Staff responsible for managing the Call Off contract where the Supplier's Contract Manager is not available.

- 6.1.8 The Supplier's Contract Manager shall escalate any issues that cannot be resolved between the Buyer and the Supplier to the Authority.
- 6.1.9 The Supplier shall provide the Buyer with a quarterly report, listing as a minimum:
- External market trends, including analysis of how the Buyer could benefit from such trends, including a cost analysis of any such changes; and
 - Proposed improvements to Services, including but not limited to, technology changes, administrative changes, Charges and new ways of working. Such proposals shall include an impact assessment of such changes.

6.2 Service Levels and Service Credits

- 6.2.1 The Supplier shall deliver the Service in line with the Service Levels set out within Call off Schedule 14 (Service Levels).

6.3 Clinical Governance and Performance Monitoring

- 6.3.1 The Supplier shall conduct an annual Service review in respect of each Contract Year. The Service review shall be supported by a report that provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action to be taken.
- 6.3.2 The Supplier shall make the results available to the Authority and the Buyer.
- 6.3.3 The Supplier shall include the following in the review:
- Supplier Staff levels are being maintained and monitored to cope with Service demands and that a Supplier Staff resource planning process is regularly reviewed and maintained;
 - All clinical policies and procedures are being monitored and followed;
 - The maintenance and secure storage of medical records;
 - Supplier Staff are professionally accredited in order to provide the Services;
 - The Supplier is compliant with SEQOHS standards;
 - Supplier Staff professional qualification accreditation is monitored and maintained at organisational level; and
 - The complaints process is effectively monitored and maintained by sampling 10% of complaints and reviewing that all processes are followed and appropriate records maintained.

- 6.3.4 The Supplier shall work with the Buyer to track and report on any remedial actions identified and the Parties agree that they shall bear their own respective costs and expenses incurred in respect thereof.

6.4 Measuring Service Impact and Outcomes

- 6.4.1 The Supplier shall use published, recognised methodologies, where available and agreed in advance with the Buyer to measure the Services at least twice in each Contract Year. The Supplier shall include, at a minimum, an assessment of the impact of the Services on:
- Buyer's Personnel perception of their own health and wellbeing;
 - Buyer's Personnel perception of their own stress and anxiety levels;
 - Buyer's Personnel perception of their own levels of resilience; and;
 - Buyer's Personnel perception of presenteeism (the extent Buyer's Personnel work when sick or feel obliged to work when sick) and productivity.
- 6.4.2 The Supplier shall also measure the impact of the Services on:
- Reducing Average Working Days Lost (AWDL);
 - Interventions put in place for disabled Buyer's Personnel;
 - Interventions relating to each type of Buyer's Personnel absence;
 - Support for Buyer's Personnel to remain in the workplace; and
 - Support for Buyer's Personnel returning to work and whether they have remained in the workplace for a sustained period of time;
- 6.4.3 The Supplier shall undertake satisfaction surveys of the Services and shall aim to get a 50% response from Buyer's Personnel. The Supplier shall request demographic information from the Buyer's Personnel in the satisfaction survey by gender, ethnicity, age, disability and nationality.
- 6.4.4 The Supplier shall ensure that surveys contain questions relating to all aspects of the Services, including use of the online portal and where appropriate to incorporate measures that are included in the Buyers' employee surveys, which will be shared with the Supplier.
- 6.4.5 The Supplier shall design and provide such surveys to the Buyer upon request at no additional charge.
- 6.4.6 The Supplier shall provide the Buyer with survey results, including recommendations for Service improvements, identifying changes to Services where the Buyer's Personnel satisfaction has not met the Buyer's agreed targeted results.

- 6.5** The Supplier shall agree the content of the Buyer's Personnel satisfaction surveys in advance with the Buyer's, including the target measures to be achieved.
- 6.6** Buyer's Monthly Utilisation Data
- 6.6.1 The Supplier shall provide the following utilisation data as a minimum, to Buyers, on a monthly basis expressed as a % (percentage), unless otherwise agreed at Call-off stage.
 - 6.6.2 Total Activity Use Rate – this should include all of the contact events and services provided by the Supplier, including for example all calls, website hits,
 - 6.6.3 The Buyer will require this information to understand the level of usage within their organisation of this Service.
- 6.7** The Buyer shall provide accurate headcount data to the Supplier on a quarterly basis, the headcount may go up as well as down for the Buyer and Cluster Members however at March 2022 the total headcounts for the Buyer and Cluster Members is [17,535]:

6.8 Strategy, Policy and Guidance

- 6.8.1 The Supplier shall be conversant with all current, proposed and new legislation pertinent to the Services provided.
- 6.8.2 The Supplier shall provide the Buyer and Cluster Members with a written report of proposed and new legislative changes and/or guidance stating how the Services will be impacted and/or where the Services will need to be modified in order to maintain compliance with such changes.
- 6.8.3 The Supplier shall also ensure that the Buyer and Cluster Members is aware of any national medical issues, including pandemics and what measures the Buyer need to take to ensure the health and safety of their Personnel.
- 6.8.4 The Supplier shall work with the Buyer and Cluster Members and provide policy and strategy guidance and advice. This shall include a review of internal policies and sharing best practice from across employment sectors and reviewing policies in line with current legislation.
- 6.8.5 The Supplier shall work with the Buyer and Cluster Members to understand any policy changes, which may impact on Service delivery.
- 6.8.6 The Supplier shall:
 - Undertake periodic analysis of the Buyer's and Cluster Members absence Data, case information and trends;
 - Determine the most appropriate methods of Data collection and related protocols;
 - Undertake comprehensive analysis of the Data at business level, occupational group and demographic groups to identify trends, hotspots, best practice and areas for concern;
 - Undertake regular benchmarking of absence and trend across employment sectors; and
 - Provide recommendations using the Data analysis to highlight potential for Service improvements and mechanisms to reduce absence levels.
- 6.8.7 The Supplier shall propose changes and/or modifications to the Services in order that the Services address any specific trends and/or issues, including a time plan for implementation.
- 6.8.8 The Supplier shall work with the Buyer and Cluster Members to determine what preventative solutions can be implemented to address organisational attendance issues. This shall include sharing patterns of absence or absence type, trends, hotspots and examples of best practice.

6.9 Complaints Process

- 6.9.1 The Supplier shall ensure that any issues raised directly by Buyers and Cluster Members Personnel are dealt with as a matter of priority.
- 6.9.2 The Supplier shall assist in seeking speedy resolution to resolve the situation, irrespective of where the fault lies. Types of complaints that shall be supported in this way include, but are not limited to:
- The Buyer's and Cluster Members Personnel complaints relating to delays in booking appointments for Services
 - The Buyer's and Cluster Members Personnel complaints relating to the availability of receiving the Services;
 - The Buyer's and Cluster Members Personnel complaints relating to any sharing of patient Data;
 - The Buyer's and Cluster Members Personnel complaints in relation to the quality of Services received;
 - The Buyer's and Cluster Members Personnel complaints in relation to Services not meeting specific needs of individuals e.g. facilities for disabled Buyer's Personnel;
 - The Buyer's and Cluster Members complaints relating to failure of Service Levels; and
 - The Buyer's and Cluster Members complaints in relation to invoicing and billing.
- 6.9.3 The Supplier shall acknowledge complaints made by the Buyer's and Cluster Members Personnel i.e. verbal, formal or informal and written within one (1) Working Day of the details of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution to the complaint shall be made by the Supplier to the Buyer and Cluster Members at intervals of five (5) working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties.
- 6.9.4 The Supplier shall have in place a robust escalation process to support complaints handling and to ensure effective management and resolution of all complaints received from the Buyer and Cluster Members.
- 6.9.5 The Supplier shall provide Buyers with one consolidated report (per month) for the duration of any Call Off contract, capturing all complaints detailed by the Buyer's and Cluster Members Personnel and the Buyer's. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the Services and lessons learnt.
- 6.9.6 The Supplier shall provide the Buyer's with a copy of the documents complaints process.

6.10 Buyers Management Information (MI)

- 6.10.1 The Supplier shall provide the following management information, as a minimum, to the Buyer.
- 6.10.2 The Buyer will require comprehensive and robust management information to verify that Services are being delivered to the required standard, providing quality outcomes and providing value for money.
- 6.10.3 The Supplier shall ensure the Buyer's Personnel anonymity and confidentiality in the delivery and content of all management information.
- 6.10.4 The Supplier shall ensure that the MI is provided in a format which is compatible to the Buyer and can be used to analyse data as specified by the Buyer. At a minimum this shall be available to be drilled down at organisation, agency, business unit level and by geographical location.
- 6.10.5 The Supplier shall ensure that the MI should be held on a secure digital platform where access can be limited to ensure GDPR compliance.
- 6.10.6 The Buyer may request a reasonable number of ad-hoc management information reports. The Supplier shall provide such management information reports at no additional Charge.
- 6.10.7 The Buyer will, where the Data is available, provide the Supplier with quarterly statistics on causes of sick absence, absence levels and average working days lost (AWDL). The Buyer will supply these figures at organisational, departmental and agency level where available.
- 6.10.8 The Buyer will also advise the Supplier of any planned programmes of work, which may have an impact on the usage of the services, such as major transformation programmes.

6.11 Buyers Monthly Management Information

- 6.11.1 The Supplier shall provide the following monthly management information to the Buyer and shall include a demographic breakdown of Service usage by gender, ethnicity, age, disability and nationality, where available. Section 149 of the Equality Act 2010 imposes a legal duty, known as the Public Sector Duty (Equality Duty), on all public bodies, to consider the impact on equalities in all policy and decision making.

6.11.2 General

- Monthly and cumulative Contract Year to date Charges for the Services, including any pass through or additionally agreed Charges;
- Consolidated Buyers and Cluster Members Personnel complaints report;

- Performance against agreed Service Level Performance Measures;
- Results of the Buyer's and Cluster Members Personnel satisfaction surveys; and
- Identification of any risks identified with the delivery of the Services including mitigating actions to manage the risks going forward.

6.11.3 Helpdesks

- Numbers of telephone enquiries received;
- Numbers of email enquiries received; and
- Numbers of calls to helplines, categorised by type e.g. Manager, Nursing.

6.11.4 Pre-employment checks

- Number of online assessments completed; and
- Number of occupational health adviser assessments completed.

6.11.5 Attendance Management

- Total number of Buyer's and Cluster Members Personnel referrals;
- Referral by type – telephone, electronic, face to face, paper based;
- Referral by category of illness / condition / medical category / service. The categories shall be standardised in agreement with the Supplier, but shall include musculoskeletal, mental health, work related stress, surveillance and pre-employment at a minimum;
- Management referral activity by clinical disease codes (ICD10);
- Number of occupational health visits undertaken, categorised by type such as workplace and home;
- A breakdown of referrals categorised by new referrals (including time from referral to first appointment), closed referrals (including how long the referral lasted), in progress referrals categorised by time slots of ten days and type (standard, complex, further medical evidence required etc.) number of referrals not yet processed (including the age of such referrals by the number of days;
- Number of occupational health advisor and occupational health physician appointments;
- Number of appointments cancelled by the Supplier;
- Number of the appointments cancelled by the Buyers and Cluster Members

- Number of Buyers and Cluster Members Personnel referred on Day 1 of absence
- Number of Buyers and Cluster Members Personnel referred with absence of less than 14 days;
- Number of Buyer's and Cluster Members Personnel referred with absence of more than 14 days;
- Number of in-work referrals and further information requests;
- Number of cases related to equality legislation;
- Number of re-referrals and further information requests;
- Number of reports returned to the Supplier for revision and amendments including time taken to produce the amended report;
- Type of recommendation and/or outcome for referrals i.e. return to work, workplace adjustment, medical retirement, medical termination;
- Number of further medical evidence requests and by type; and
- Analysis of Buyer's and Cluster Members Personnel who did not attend appointments.

6.11.6 Case Conferences

- Number of case conferences held between the Supplier and the Buyers and Cluster Members.

6.11.7 Surveillance

- Number and type of surveillance referrals;
- Number of RIDDOR reportable occupational diseases reported; and
- Number of questionnaires sent and received categorised by type e.g. health assessment questionnaires (HAQs) etc.

6.11.8 Immunisations, Vaccinations, Inoculations, Medications & Blood Tests

- Numbers and types of each treatment given for inoculations, vaccinations, medications and blood tests.

6.11.9 Assessments for Buyer's and Cluster Members Personnel

- Numbers of assessments relating to hearing loss;
- Number of assessments relating to vision loss;
- Number of dyslexia assessments;
- Number of autism workplace needs assessments;
- Number of dyspraxia workplace needs assessments;
- Number of ADHD workplace needs assessments;
- Number of ergonomic and DSE assessments;

- Number of mental health workplace needs assessments;
- Number of workplace needs assessments where the Buyers and Cluster Members Personnel do have a diagnosis;
- Number of learning difficulty diagnosis carried out;
- Number of coping coaching strategy sessions delivered;
- Number of support worker assessments; and
- Number of occupational therapy assessments.

6.11.10 Other Services

- PHQ9 and GAD7 scores before and after counselling
- Number of psychological counselling sessions delivered;
- Number of health screenings delivered;
- Health screening results by demographic;
- Number of face to face physiotherapy sessions; and
- Number of telephone based physiotherapy sessions.

6.12 Buyers Quarterly Management Information

6.12.1 The Supplier shall provide the following quarterly management information. The content and scope of reports shall be defined by Buyers and shall include a demographic breakdown of Service usage by gender, ethnicity, age, disability and nationality, where available. Section 149 of the Equality Act 2010 imposes a legal duty, known as the Public Sector Duty (Equality Duty), on all public bodies, to consider the impact on equalities in all policy and decision making.

6.12.2 The MI should include:

- An executive summary outlining usage of the Services by Buyers and Cluster Members and emerging trends;
- Explanation of how the Data has been collated and derived and any anomalies identified;
- Monthly and year to date performance against SLAs;
- Period by period comparison of the Data presented;
- Presentation in graphical and tabular form along with the base Data, the specific format of which will be agreed on award of the Framework;
- The benefits and added value the Services are providing, specifically stating what benefit the Supplier has brought to the Services both for the Buyers and Cluster Members Personnel and commercially;
- Summary of Buyers and Cluster Members Personnel satisfaction surveys, which shall track the Buyers and Cluster Members Personnel journey from referral to resolution and identify where

the Services are not meeting expected standards and plans to address these;

- Summary of Buyers and Cluster Members Personnel complaints and identification of any trends resulting from these with a proposed service improvement plan to be agreed between the parties;
- Number of planned and executed policy and other occupational health workshops, listed by department;
- Trend analysis of Service usage including suggested actions and service improvements, with proposed times and costs for implementation;
- Service hotspots for Buyers and Cluster Members, defining where these specifically occur along with Service improvement plans to address such issues;
- Identification of risks, reasons and mitigating actions to manage the risks going forward; and
- Market innovations and trends emerging in the wider occupational health market including mental health, musculoskeletal and healthy lifestyle.

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2020

Annex 3 – Employee Assistance Programmes - Not Used

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2020

Annex 4 – Eyecare Services– Not Used

Annex 5 - Job roles and duties undertaken by Buyers' Personnel

1. The duties undertaken by Buyers' Personnel are multiple and varied, including but not restricted to:
 - Desk based and display screen equipment and associated work, both seated and standing;
 - Customer facing work, with risk of exposure to upset and/or violent people in the workplace and in third party premises and remote working locations;
 - Call Centre operations;
 - Diving teams;
 - Production areas, using appropriate equipment and some degree of manual handling;
 - Management and operation of detention centres for people about to be deported, including people who have been convicted in a criminal court;
 - Caseworkers dealing with images and written material of an explicit, difficult and disturbing nature;
 -
 - Front line emergency search and rescue activities;
 - Driving (including blue-light and off-road);
 - Fork Lift Truck Operators;
 - Laboratory workers;
 - Staff working or coming into contact with biological hazards and other hazardous substances in the workplace or at third party premises including, remote working;
 - Home based workers;
 - Shift workers;
 - Physicians;
 - Nurses;
 - Healthcare workers;
 - Fire fighters;
 - Armed Personnel;
 - Employees undertaking emergency response work which might be outside normal duties or working hours e.g. national/local disasters, flooding, notifiable diseases.
2. Examples of Potentially traumatic roles, include but are not limited to:
 - Customer-facing roles in operational delivery which involve dealing with emotional and basic human needs such as housing costs, universal credit, bankruptcy, social care and clinical care.
 - Frontline operational roles in border control, customs, courts and tribunals, probation, prisons, inquests and other law enforcement or criminal justice roles.

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2020

- Investigators for rail, air and road accidents and public inquiries into tragedies such as Grenfell Tower.

Frontline communications roles in critical and traumatic incidents and investigations

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

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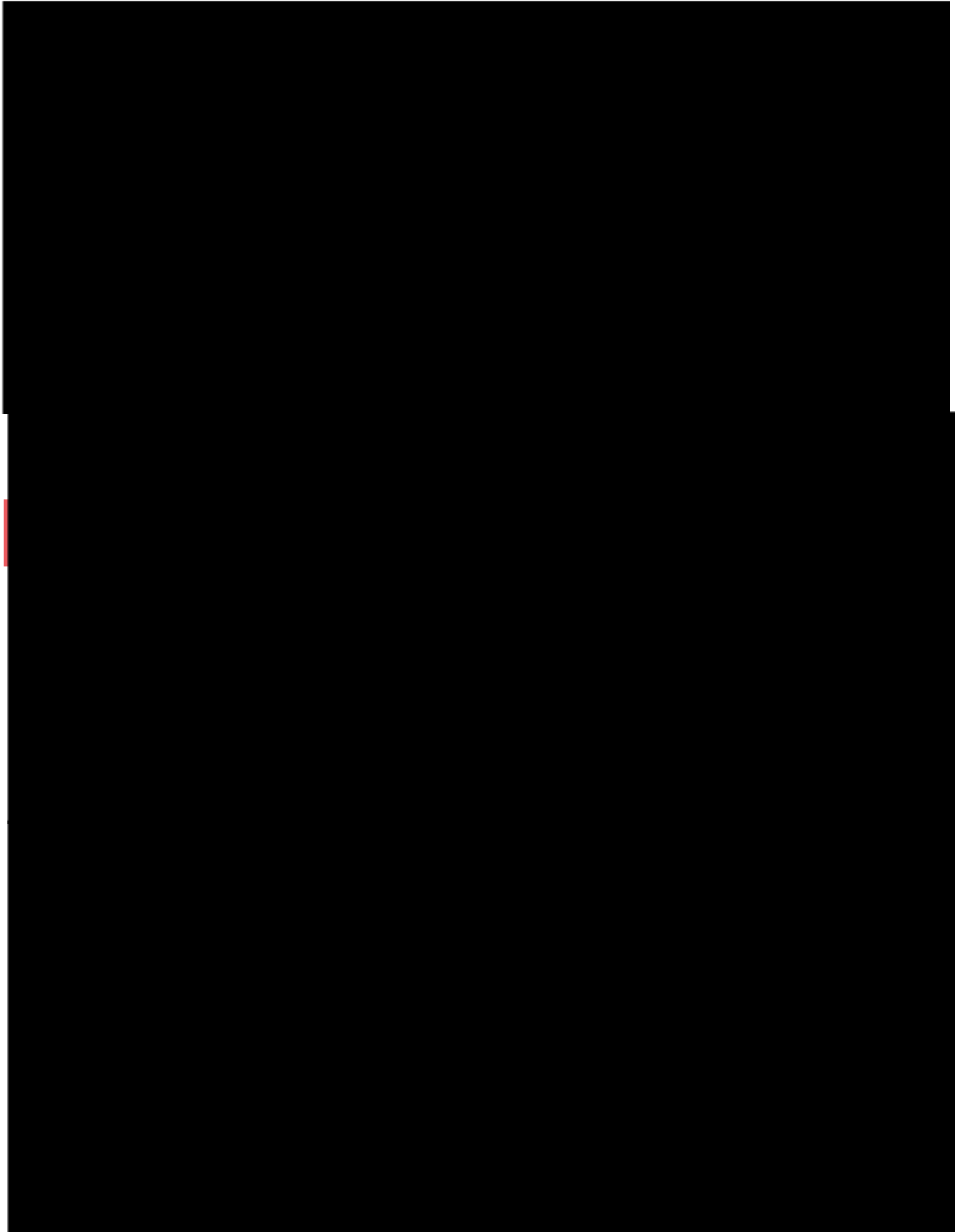
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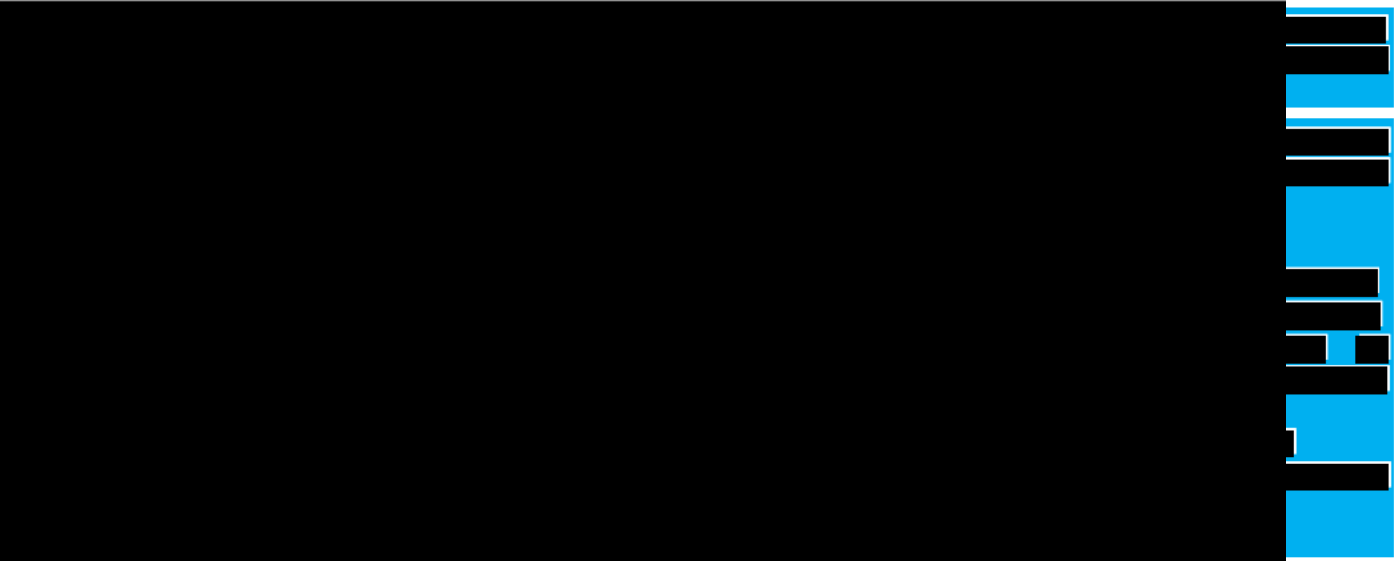
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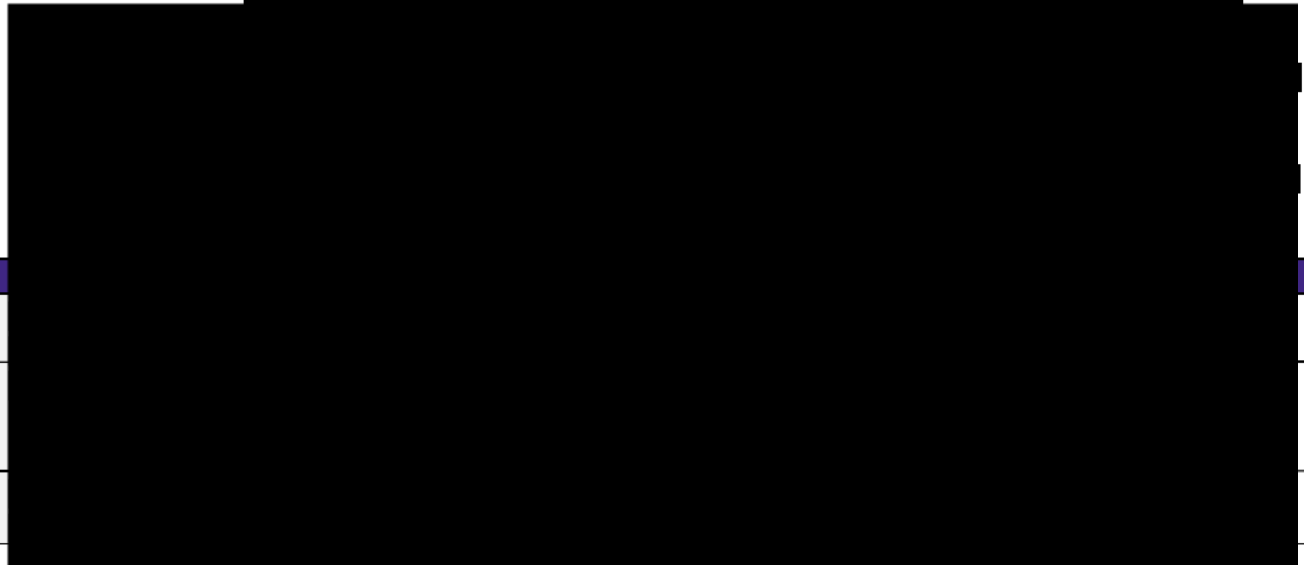
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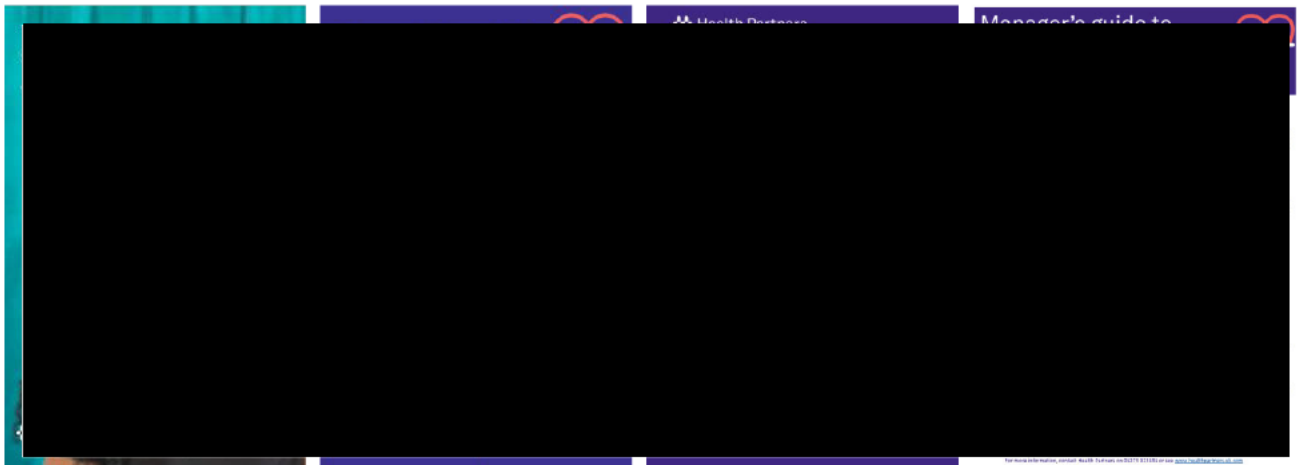
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Country	Government responsible (%)	Government not responsible (%)
Spain	88	12
France	72	28
Germany	85	15
Italy	68	32
UK	62	38

The first step in the process was to identify the key stakeholders involved in the project. This included the project manager, the steering committee, the sponsor, the client, and the end users. Each stakeholder had a specific role to play in the success of the project. The project manager was responsible for overall coordination and communication. The steering committee provided strategic direction and oversight. The sponsor was the primary point of contact for the client and provided resources and support. The client was responsible for defining requirements and providing feedback. The end users were responsible for testing and adopting the new system.

The second step was to define the project objectives and scope. This involved identifying the business goals that the project aimed to achieve and determining the boundaries of the project. Objectives were defined in terms of measurable outcomes, such as improved efficiency, reduced costs, or increased customer satisfaction. Scope was defined by listing the features and functions that would be included in the new system and excluding those that were outside the project's purview.

The third step was to develop a detailed project plan. This plan outlined the tasks to be completed, the sequence of activities, and the timeline for completion. It also identified potential risks and mitigation strategies. The project plan served as a roadmap for the project team and a tool for monitoring progress.

The fourth step was to execute the project plan. This involved assigning responsibilities to team members, allocating resources, and managing the day-to-day activities of the project. Regular communication and reporting were essential to ensure that everyone was on track and aware of changes.

The fifth and final step was to close the project. This involved evaluating the project's performance against its objectives, obtaining feedback from stakeholders, and documenting lessons learned. The project was considered successful if it met its objectives within budget and time constraints while maintaining high quality and stakeholder satisfaction.

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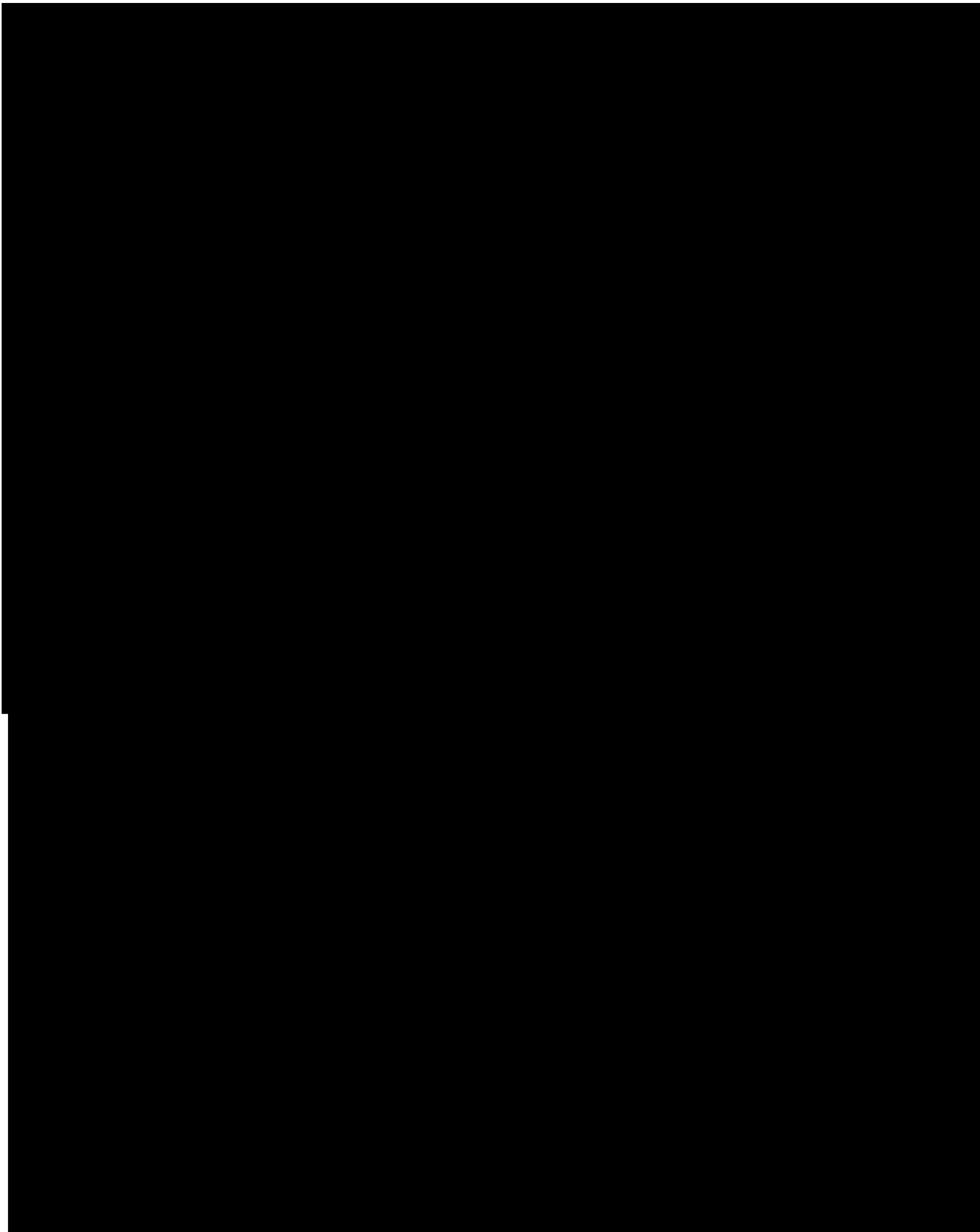
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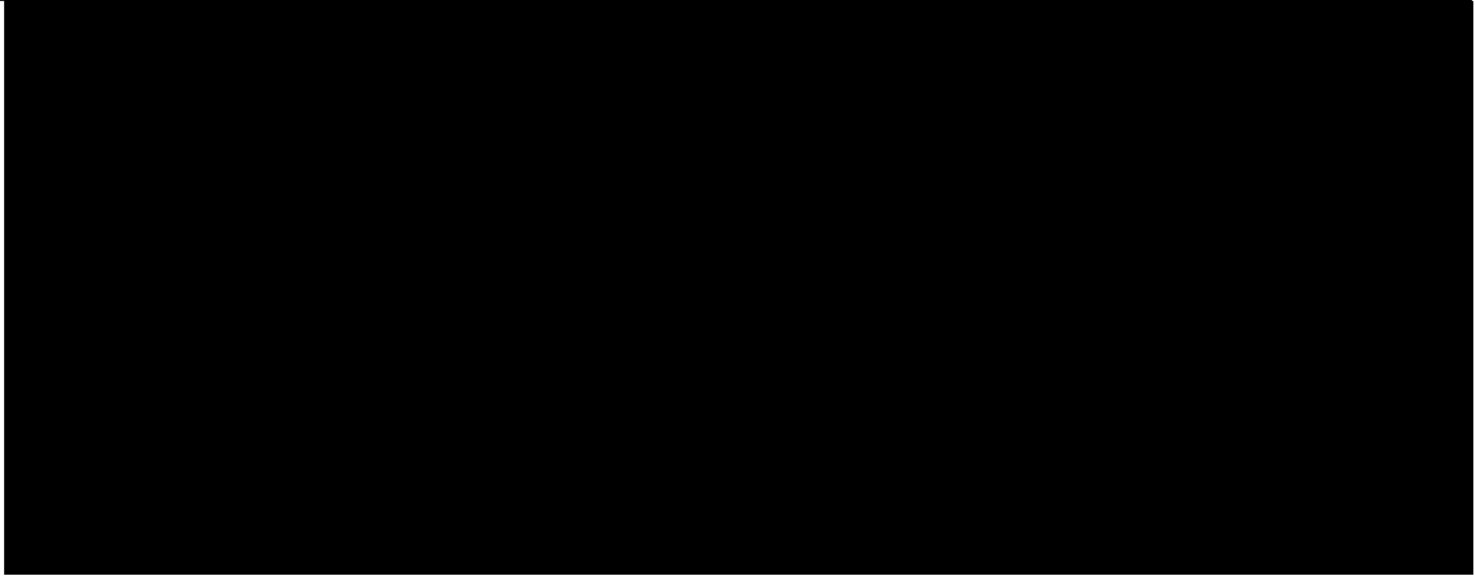
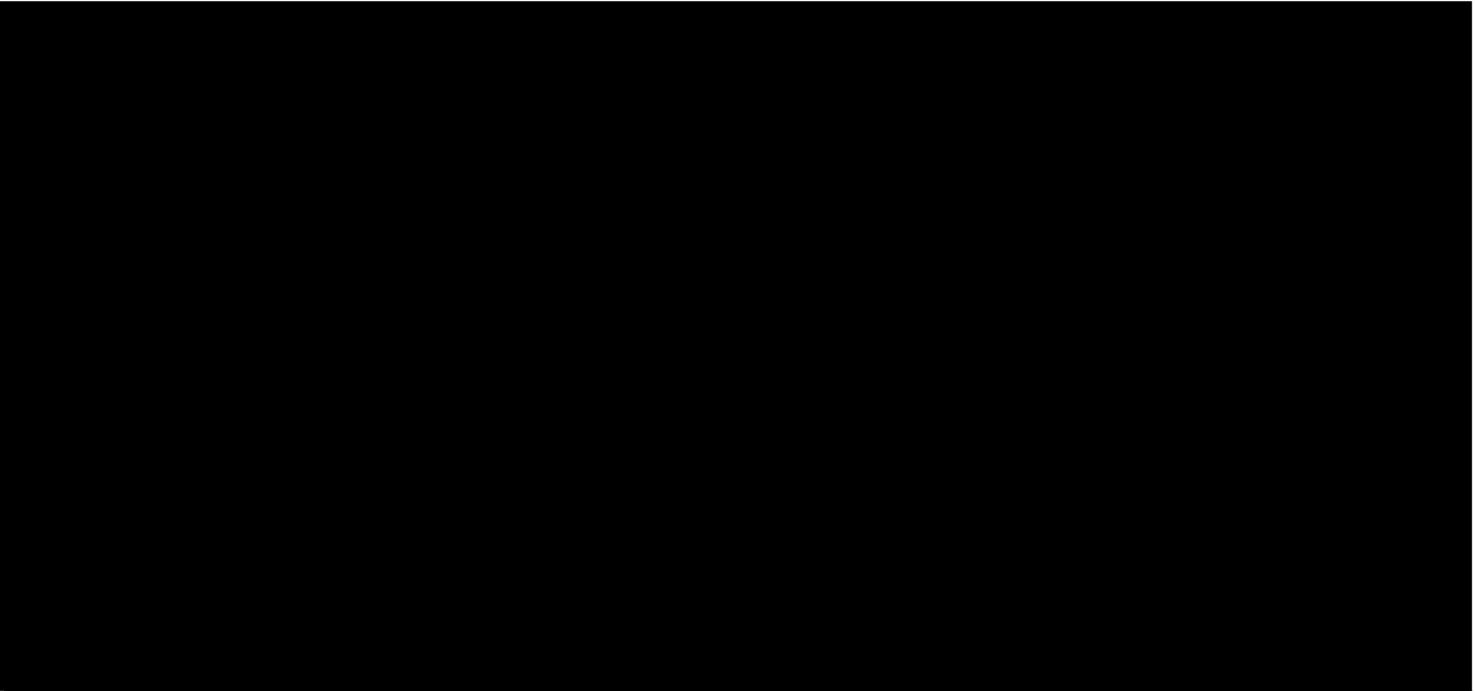
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Joint Schedule 2 Variation Form

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

The following section will need to be reviewed and completed by the buyer and supplier and signed by both parties.

Contract Details

This variation is between:

[delete] as applicable: CCS / Buyer] ("CCS" "the Buyer")

And

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

Contract name:

[insert] name of contract to be changed] ("the Contract")

Contract reference number:

[insert] contract reference number]

Details of Proposed Variation

Variation initiated by:

[delete] as applicable: CCS/Buyer/Supplier]

Variation number:

[insert] variation number]

Date variation is raised:

[insert] date]

Proposed variation

Reason for the variation:

[insert] reason]

An Impact Assessment shall be provided within:

[insert] number] days

Impact of Variation

Likely impact of the proposed variation:

[Supplier to insert] assessment of impact]

Outcome of Variation

Contract variation:

This Contract detailed above is varied as follows:

[CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]

Financial variation:

Original Contract Value:

£ [insert] amount]

Additional cost due to variation:

£ [insert] amount]

New Contract value:

£ [insert] amount]

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

Words and expressions in this Variation shall have the meanings given to them in the Contract.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 Insurance Requirements

1. The insurance you need to have

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

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

- 1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover

representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Annex: Required Insurances

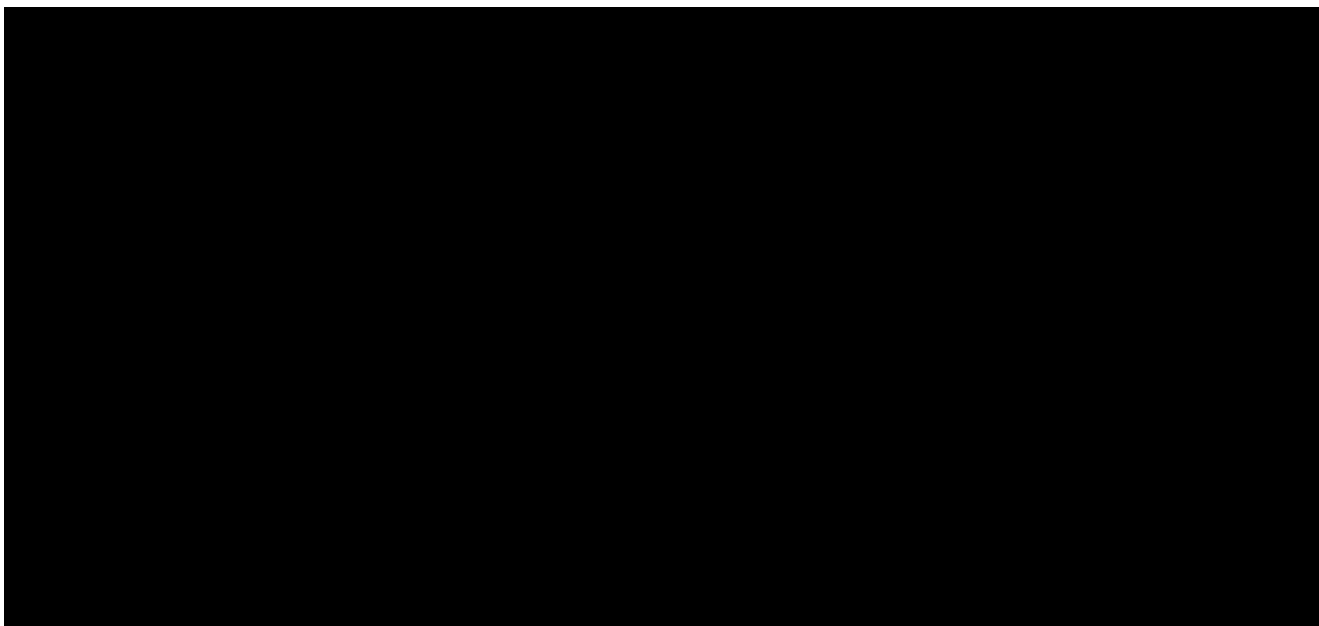
1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

- 1.1 professional indemnity insurance or medical malpractice insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (5,000,000);
- 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
- 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Joint Schedule 4 Commercially Sensitive Information

1. What is the Commercially Sensitive Information?

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



Joint Schedule 6 (Key Subcontractors)

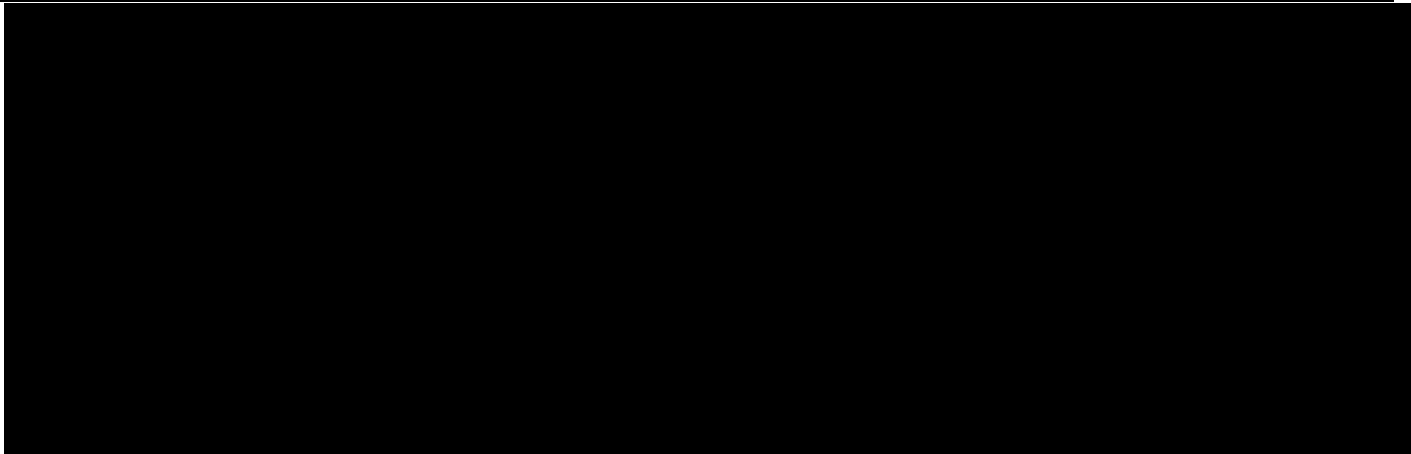
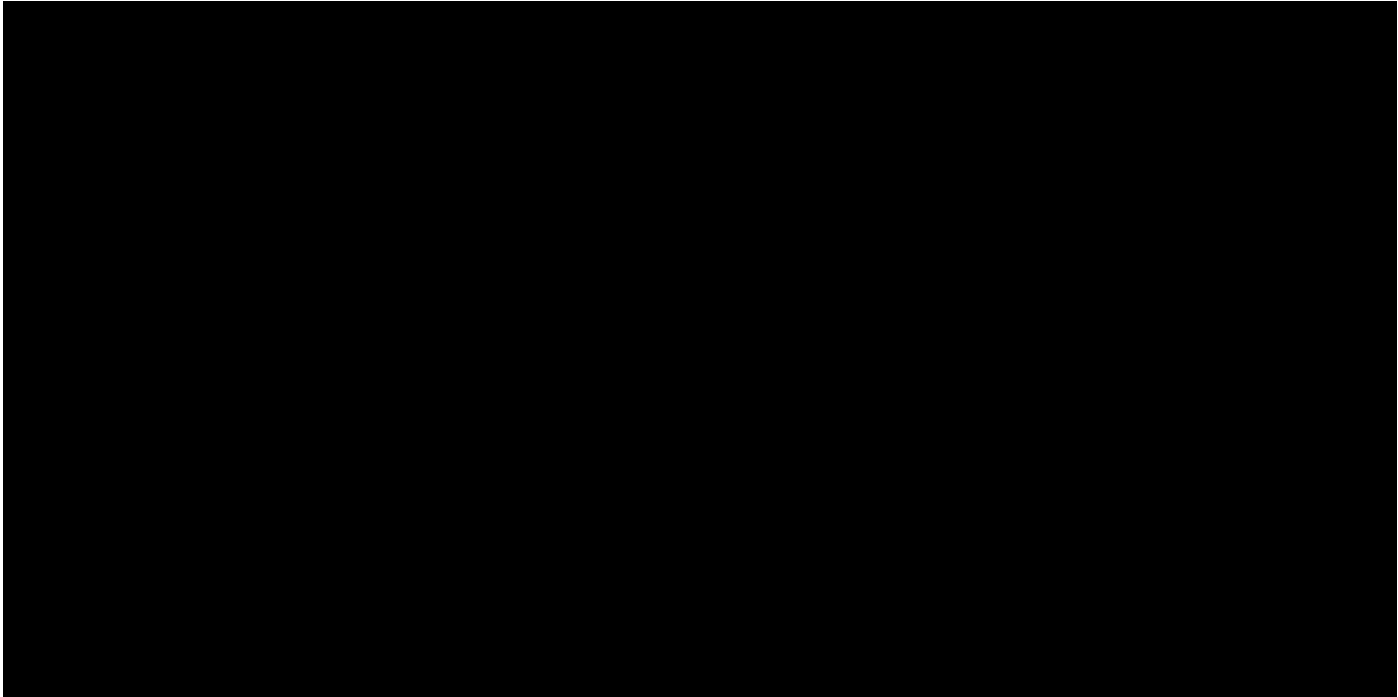
1. Restrictions on certain subcontractors

- 1.1** The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2** The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3** Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1** the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2** the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3** the proposed Key Subcontractor employs unfit persons.
- 1.4** The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1** the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2** the scope or description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3** where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4** for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5** for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract

Period; and

- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 Financial Distress) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 - 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 When you can share information;
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to

sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.



Joint Schedule 7 (Financial Difficulties)

1. Definitions

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

Credit Rating Threshold: the minimum credit rating level for the Monitored Company as set out in Annex 2

Financial Distress Event: the occurrence or one or more of the following events:

- a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
- b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;
- d) Monitored Company committing a material breach of covenant to its lenders;
- e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute;
- f) any of the following:
 - i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
 - ii) non-payment by the Monitored Company of any financial indebtedness;
 - iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
 - iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company
- g) in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;

Financial Distress Service Continuity Plan: a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Call-Off Contract in the event that a Financial Distress Event occurs;

Monitored Company: Supplier and any Key Subcontractor

Rating Agencies: the rating agencies listed in Annex 1.

2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive:

- 2.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and
- 2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

3. What happens when your credit rating changes

- 3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 3.3 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 3.4 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
 - 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

- (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
- (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the

updated Financial Distress Service Continuity Plan; and

4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.4.6.

4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

5. When CCS or the Buyer can terminate for financial distress

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

- 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
- 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

- 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

Annex 1: Rating Agencies

Dunn and Bradstreet

Annex 2: Credit Ratings and Credit Rating Thresholds

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	Dunn & Bradstreet. score of 35 or more,
Key Subcontractor	[TBA if Key Subcontractors are used through the Term]

Joint Schedule 10 Rectification Plan

Request for [Revised] Rectification Plan

Details of the Default:

Guidance: Explain the Default, with clear schedule and clause references as appropriate

[Insert default details]

Deadline for receiving the [Revised] Rectification Plan:

[add date (minimum 10 days from request)]

Signed by [CCS/Buyer] :

Date: [Insert signature date]

Supplier [Revised] Rectification Plan

Cause of the Default:

[add cause]

Anticipated impact assessment:

[add impact]

Actual effect of Default:

[add effect]

Steps to be taken to rectification:

Step 1: [Insert detail of step to be taken] Timescale: [Insert Date of Step]

Step 2: [Insert detail of step to be taken] Timescale: [Insert Date of Step]

Step 3: [Insert detail of step to be taken] Timescale: [Insert Date of Step]

Step 4: [Insert detail of step to be taken] Timescale: [Insert Date of Step]

[Insert further steps if needed]

Timescale for complete Rectification of Default:

[Insert number] Working Days

Steps taken to prevent recurrence of Default:

Step 1: [Insert detail of step to be taken] Timescale: [Insert Date of Step]

Step 2: [Insert detail of step to be taken] Timescale: [Insert Date of Step]

Step 3: [Insert detail of step to be taken] Timescale: [Insert Date of Step]

Step 4: [Insert detail of step to be taken] Timescale: [Insert Date of Step]

[Insert further steps if needed]

Signed by the Supplier:

Date:

Review of Rectification Plan [CCS/Buyer]

Outcome of review:

Delete any of the following options that do not apply to your needs:

[plan accepted]

[plan rejected]

[revised plan requested]

Reasons for Rejection (if applicable)

[add reasons]

Signed by [CCS/Buyer]

Date:

Joint Schedule 11 (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 a Contract dictates the status of each party under the DPA. 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 there other Party is also "Controller",

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

Where one Party is Controller and the other Party its Processor

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 Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

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

Joint Schedule 11 (Processing Data)

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- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

Joint Schedule 11 (Processing Data)

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9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the 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 Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*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 Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
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 Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the 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 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 Contract (**“Request Recipient”**):

Joint Schedule 11 (Processing Data)

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- (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 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 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 Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

1.1.1.1 [REDACTED]
[REDACTED]
[REDACTED] any further written instructions with
respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Joint Controllers</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">the scope of Personal Data which the purposes and means of the Processing is determined by both Parties together <p>The types of Personal Data processed are: -</p> <ul style="list-style-type: none">Personal details including sensitive personal dataFamily, lifestyle and social circumstancesEmployment detailsPersonal appearance and behaviorAssessing the fitness for work of the Buyer's Personnel and Cluster Members. Information may include medical and personal evidence to help support these cases. <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p>

Joint Schedule 11 (Processing Data)

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	<ul style="list-style-type: none">• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>• [Insert] <i>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 obligations in respect of Personal Data received</i> <p>Occupational Health records outside of the Occupational Health Report to be sent to the Buyer and each Cluster Member.</p>
Duration of the Processing	Duration of the processing will exist for the duration of the contract. 1 st October 2022 to 30 th September 2026. Nature and purposes of the Processing
Nature and purposes of the Processing	The nature of this processing will include the Supplier assessing fitness for work/ return to work for Buyers and providing relevant advice to the Buyer when necessary. In addition, they may be required to support with forced majeure events to assist Buyers Personnel, where relevant and requested by the Buyer.
Type of Personal Data	The types of Personal Data processed are: - <ul style="list-style-type: none">• Personal details including sensitive personal data• Family, lifestyle and social circumstances• Employment details• Personal appearance and behavior
Categories of Data Subject	Categories which could include: - <ul style="list-style-type: none">• Employees;• Individuals who are applying for jobs and are required to have pre-employment checks• Medical Practitioner details; and• Provider of ancillary services / direct care providers

Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	The data will be retained for the duration of the contract, with consent from the Buyer, the data will be transferred to the Replacement Supplier.
---	--

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 Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

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

- (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/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

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

2. Undertakings of both Parties

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

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

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

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

- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the 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 Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (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 (Joint Controller Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the 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 Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (i) harm that might result from a Personal Data Breach;
 - (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 it holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

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

3. Data Protection Breach

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Relevant Authority 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 Relevant Authority 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 Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

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

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed

information and assessments in relation to Processing operations, risks and measures); and

- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 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 Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

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

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

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

full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority 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 Clause 34 of the Core Terms (*Resolving disputes*).

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

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 Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority 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 Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

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

8. Termination

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

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

9. 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 Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

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

Joint Schedule 12 Supply Chain Visibility

1. Definitions

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

Contracts Finder: the Government's publishing portal for public sector procurement opportunities;

SME: an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;

Supply Chain Information Report Template: the document at Annex 1 of this Schedule 12; and

VCSE: a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;

2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;

2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;

2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and

2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

You can find the Supply Chain Information Report template below

Joint Schedule 12 Supply Chain Visibility

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[Dept] SME Data Collection

v2 1

The UK government has made a commitment that 33% of central government procurement spend should go to Small and Medium-sized Enterprises (SMEs), either directly or via the supply chain, before the end of this parliament (2022). To support this key agenda item and to measure progress, the UK government is now requesting that from 1 April 2018 all new contracts valued over £5 million per annum provide data on supply chain spend.

Guidance about the data required is provided below.

PLEASE NOTE YOU WILL NEED TO COMPLETE A SEPARATE TEMPLATE FOR EACH CONTRACT .

1) When answering the survey please endeavour to answer every section in full to the best of your knowledge. 2) Please only report on the relevant contract - do not include spend you have with the departments on other contracts

Questions A1-A3: Please specify the numbers in full. All figures should be in GBP pounds sterling. Please see an example of how to complete the questions below.

A1. Total contract revenue (£) received directly from selected department including arms length bodies (ALBs)

Supplier X has received £1,200,000 revenue directly from the selected department within the requested financial reporting period. Enter **£1,200,000** for question A1.

£1,200,000 ✓
£1.2m ✗
1.2m ✗

A2. Total value of subcontracted revenues (£)

(Please note that this is the total value of all sub-contracted revenues for SMEs and non-SMEs.

Of the £1,200,000 Supplier X received directly from the selected department, £50,000 was subcontracted to SMEs and £140,000 was subcontracted to organisations not covered by the definition of an SME. Enter **£190,000** for question A2.

£190,000 ✓
£190k ✗
190k ✗

A3. Total value of subcontracted revenues to SMEs (£)

Of the £1,200,000 Supplier X received from the selected department, £50,000 was subcontracted to an SME. Enter **£50,000** for question A3.

£50,000 ✓
£0.05m ✗
0.05m ✗

Data provided by

In the event we need to contact you about your return, please provide your full contact details. Please provide details of the preferred contact for future reporting (if different). Please also provide your DUNS Number. The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet which assigns a unique numeric identifier, referred to as a 'DUNS Number' to a single business entity.

Definitions and Interpretations:

In this document and all documentation from the Crown Commercial Service SME team:

1. Department(s) – means central government department that you have a contract with.
2. Supplier(s) – means a company or organisation that sells or supplies goods or services not limited to the UK.
3. SMEs – means Suppliers with less than 250 employees and whose annual turnover does not exceed €50m or annual balance sheet total does not exceed €43m. The organisation also has to be autonomous.
4. Autonomous – means that the SME does not have more than 25% of its capital or voting rights owned by an organisation or multiple organisations that themselves do not meet the
5. Contract Revenue – means the monetary value (Excl VAT) received through a contract between you and a Central Government Department or its ALBs.
6. Subcontracted Revenue – means the monetary value of the contract (Excl VAT) that has been passed to a supplier within the supply chain. It should not include the suppliers overhead expenditure e.g. cleaning services, that might be provided by an SME.
7. Supply Chain – means all suppliers that are involved in the production, handling, provision and /or distribution of any part of the contract.
8. Contract – means the commercial agreement between the department or its ALB and the supplier for the provision of goods or services.

Framework Ref: RM6182

Project Version: 1.0

Model Version 1.1

[Dept] SME Data Collection

Please refer to the guidance tab.

Please answer questions A1 to A6 (populating yellow cells only) as applicable and return to [DEPARTMENTAL CONTACT]

INSERT YOUR ORGANISATION/COMPANY NAME	Full Year 2018/19 (Apr 2018- Mar 2019)	
SELECT DEPARTMENT	£	%
CONTRACT NAME		
A1. Total contract revenue (£) received directly from selected contract.	£0.00	
A2. Total value of subcontracted revenues (£)	£0.00	
A3. Total value of subcontracted revenues to SMEs (£)	£0.00	

Breakdown of Departmental Contract Revenue (100%= £0)

- Total Revenue retained (£)
- Total subcontracted revenues to non SME (£)
- Total subcontracted revenues to SMEs (£)

Data provided by:	
Name	
Organisation	INSERT YOUR ORGANISATION/COMPANY NAME
DUNS Number	
Email	
Phone	
Date	

Please provide details of the preferred contact for future reporting (If applicable):	
Name	
Email	
Phone	

Call-Off Schedule 1 (Transparency Reports)

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

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance Management	TBA	TBA	TBA
Key Performance Indicators	TBA	TBA	TBA
Key Subcontractors	TBA	TBA	TBA

The Buyer will agree with the Supplier the Transparency Reports required through the Term which may incorporate information from the areas set out in the table above. Please note, the above is not an exhaustive list.

Call-Off Schedule 2 (Staff Transfer)

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

If Part B applies, and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), or D3 (LGPS)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent Suppliers successful.

If there is no staff transfer at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent Supplier is successful.

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

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

1. Definitions

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

"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a)** redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b)** unfair, wrongful and/or constructive dismissal compensation;
- c)** compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and/or maternity or sexual orientation or claims for equal pay;

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- d) compensation for less favourable treatment of part-time workers and/or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

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

"Former Supplier"

a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);

"Partial Termination"

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date"

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;

"Supplier's Final Supplier Personnel List"

a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional"

a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the

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Supplier Personnel List"

provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

"Staffing Information"

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender position and pay, and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) details of any grievance, disciplinary and/or investigation(s) being undertaken;
- (j) copies of all relevant documents and materials relating to such information, including copies of

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relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

- (k) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Term" the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees" those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

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

3. Which parts of this Schedule apply

As set out at the start of this document, if the position on staff transfers is not known at the bid stage, the Buyer shall include Parts B, C and D at the bid stage and then update the Contract Details before signing to specify whether Parts B, C and/or D, together with which Annexes, apply to the Contract. The Buyer therefore asserts that, at this time, the following parts of this Schedule shall apply to this Contract, and as well as the Buyer continuing to undertake its own due diligence in order to satisfy itself on the position of staff transfers, it will be for the tendering Suppliers to take their own legal advice and undertake their own due diligence.

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- ~~Part A (Staff Transfer At Start Date – Outsourcing From the Buyer)~~
Not used
- [Part B (Staff Transfer At Start Date – Transfer From Former Supplier)]
- [Part C (No Staff Transfer On Start Date)]
- [Part D (Pensions)]
 - [- Annex D1 (CSPS)]
 - [- Annex D2 (NHSPS)]
 - [- Annex D3 (LGPS)]
- Part E (Staff Transfer on Exit)

Part B: Staff transfer at the Start Date

Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

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- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations then:
- 2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;
 - 2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;
- and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:
- 2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or
 - 2.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.
- 2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.
- 2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the

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Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

- 3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

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

5. Cabinet Office requirements

- 5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6. Limits on the Former Supplier's obligations

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

7. Pensions

7.1 The Supplier shall comply with:

- 7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and
- 7.1.2 the provisions in Part D: Pensions.

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

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and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

- (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
- (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.

1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:

- 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or
- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure

1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

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

2. Limits on the Former Supplier's obligations

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

Part D: Pensions

1. Definitions

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

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPA"	the schemes as defined in Annex D1 to this Part D;
"Fair Deal Employees"	<p>those:</p> <p>(a) Transferring Buyer Employees; and/or</p> <p>(b) Transferring Former Supplier Employees; and/or</p> <p>(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance</p>

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with the provisions of Paragraphs 2.3.4 of Part B or Paragraph 1.2.4 of Part C;

- (d) where the Former Supplier becomes the Supplier those employees;

who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes"

means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

"Fund Actuary"

means Fund Actuary as defined in Annex D3 to this Part D;

"LGPS"

the schemes as defined in Annex D3 to this Part D;

"NHSPS"

the schemes as defined in Annex D2 to this Part D;

"New Fair Deal"

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

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and

"Statutory Schemes"

means the CSPA, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

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

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

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2.3 The Supplier undertakes:

- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
- 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer:

- 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
- 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

- 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
- 4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

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4.3 The indemnities in this Part D and its Annexes:

- 4.3.1 shall survive termination of this Contract; and
- 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

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

- 5.1.1 who will act as an expert and not as an arbitrator;
- 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
- 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

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

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

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:
 - 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
 - 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

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8. Transferring New Fair Deal Employees

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

- 8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
- 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

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

10. Broadly Comparable Pension Schemes

10.1 If either:

- 10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or
- 10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

- 10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant

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- Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
- 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
- 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and
- 10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1:

Civil Service Pensions Schemes (CSPS)

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1. Definitions

In this Annex D1: CSPA to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPA Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPA in respect of the Services;
"CSPA Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPA Admission Agreement;
"CSPA"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPA that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPA for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the CSPA for whatever reason at a time when it has CSPA Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPA Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPA on the date the CSPA Eligible Employees ceased to participate in the CSPA.

Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Direction Letter" an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees;

"NHSPS Eligible Employees" each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
- (b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time

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in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
"NHS Pension Scheme Arrears"	any failure on the part of the Supplier or its Sub-contractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations,

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the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;

"Pension Benefits"

any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and

"Retirement Benefits Scheme"

a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

2. Membership of the NHS Pension Scheme

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Sub-contractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 2.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.
- 2.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 2.4 The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.
- 2.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors

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(if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

- 2.6 The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

3. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

4. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

5. What the buyer do if the Supplier breaches its pension obligations

- 5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Sub-contractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter.
- 5.2 If the Buyer is entitled to terminate the Contract or the Supplier (or its Sub-contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.
- 5.3 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

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6. Compensation when pension scheme access can't be provided

- 6.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:
- 6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or
 - 6.1.2 access to a Broadly Comparable pension scheme,
- the Buyer may in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.
- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

- 7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
- 7.2 The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

8. Sub-Contractors

- 8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:
- 8.1.1 if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the

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- Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or
- 8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.
- 8.2 The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph 7 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

Annex D3:

Local Government Pension Schemes (LGPS)

1. Definitions

- 1.1 In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Administering Authority"	in relation to the Fund [insert name] , the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"	[insert name], a pension fund within the LGPS;
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;

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"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
"LGPS Eligible Employees"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and
"LGPS Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier must become a LGPS admission body

- 2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
- 2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.
- 2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.
- 2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee

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contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

5. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to

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the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;

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- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
- 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
- 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
- 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
- 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by

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the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.

- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer

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Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor

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against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or

2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the

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termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above)

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

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

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

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

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

- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred

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(100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

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

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

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

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

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

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

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

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

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

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

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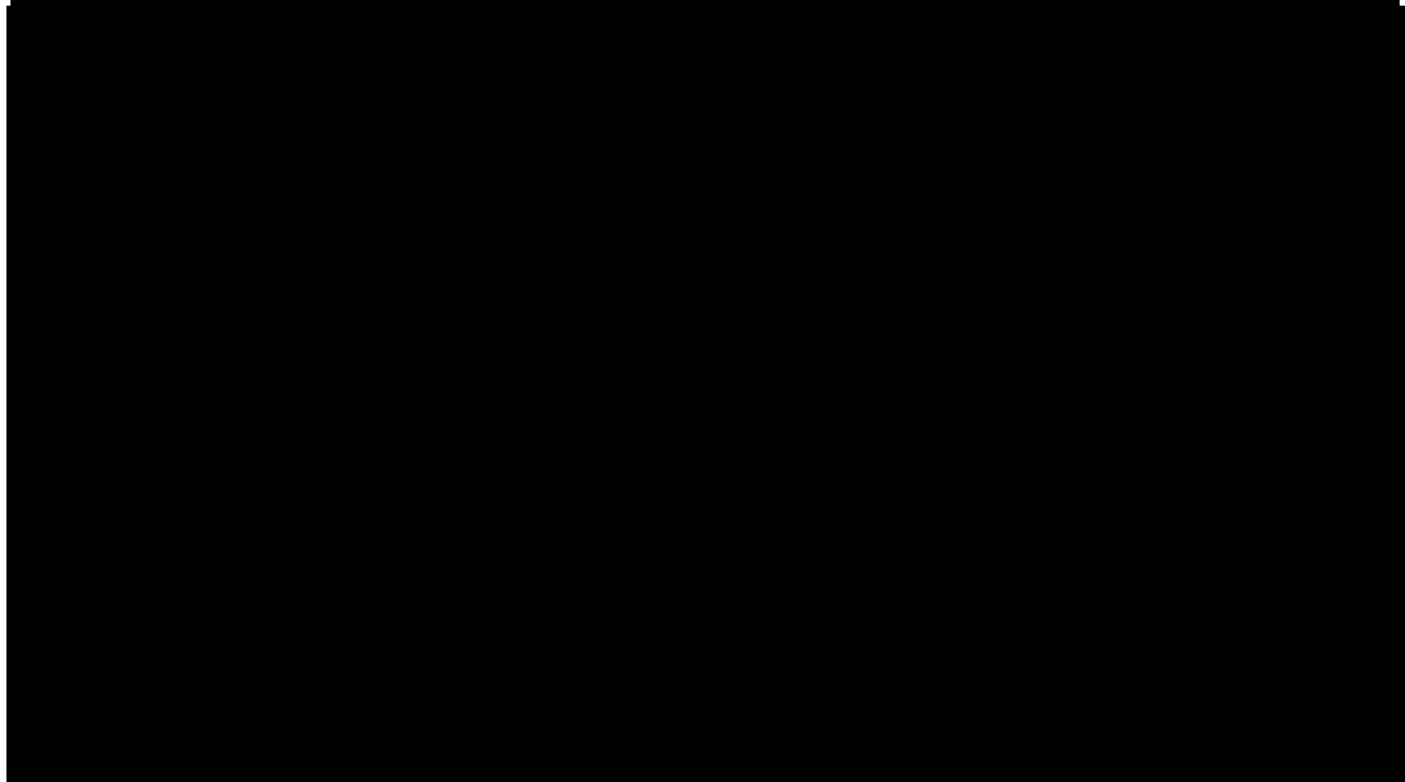
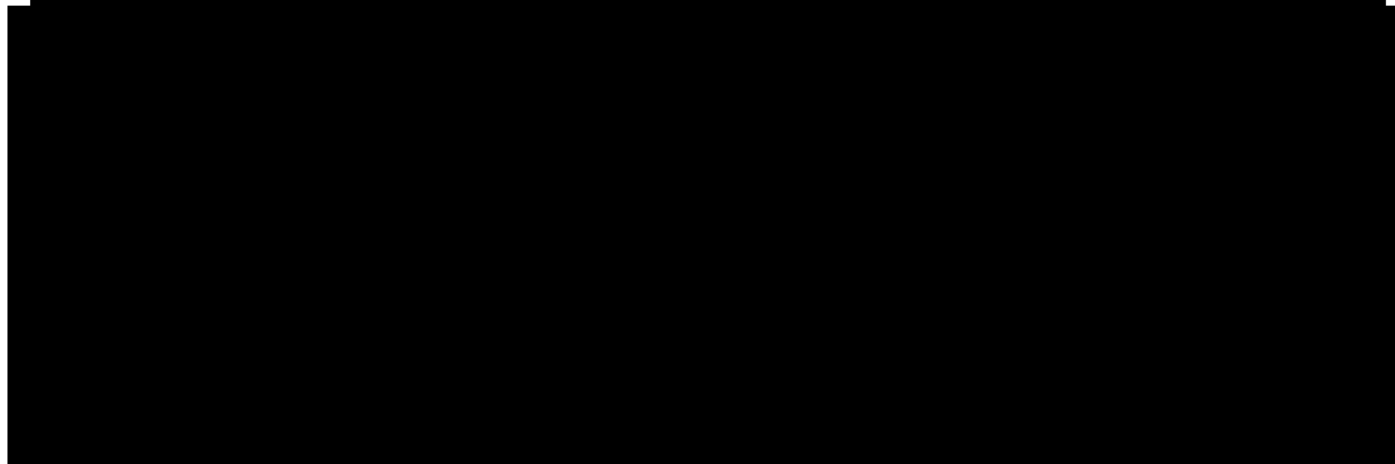
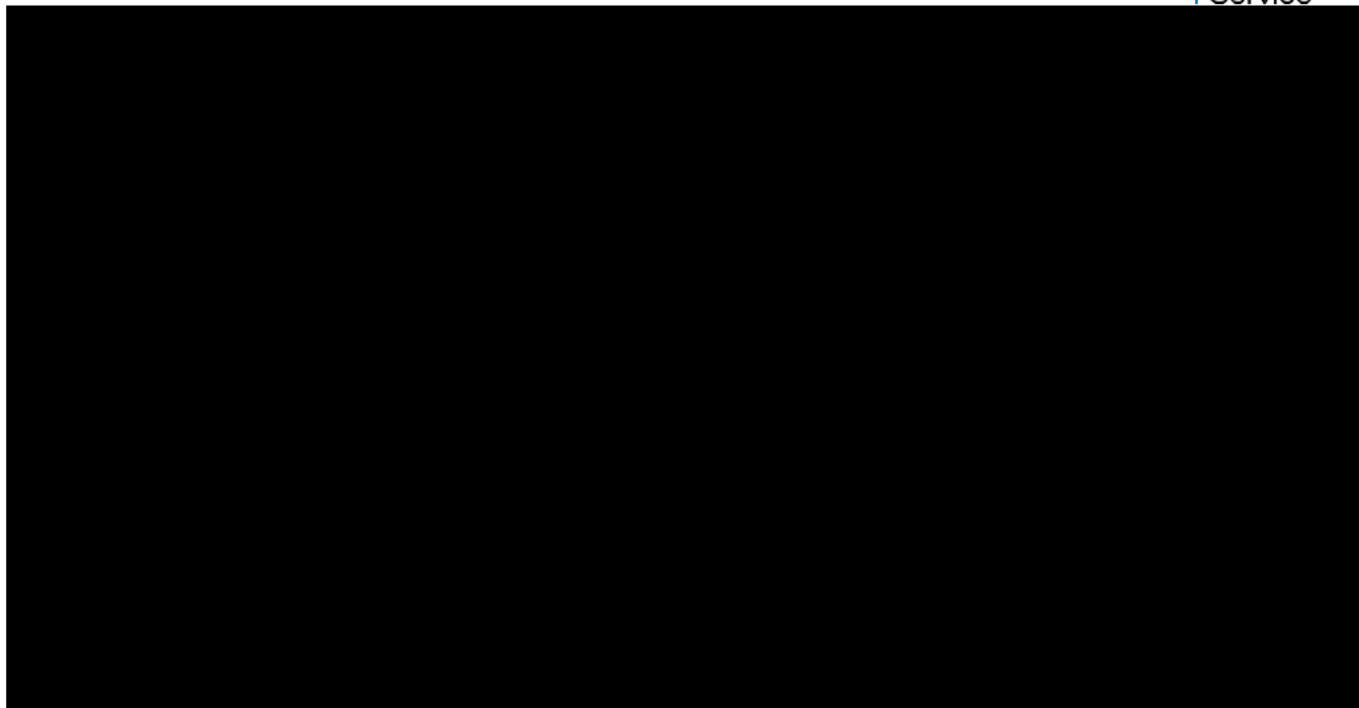
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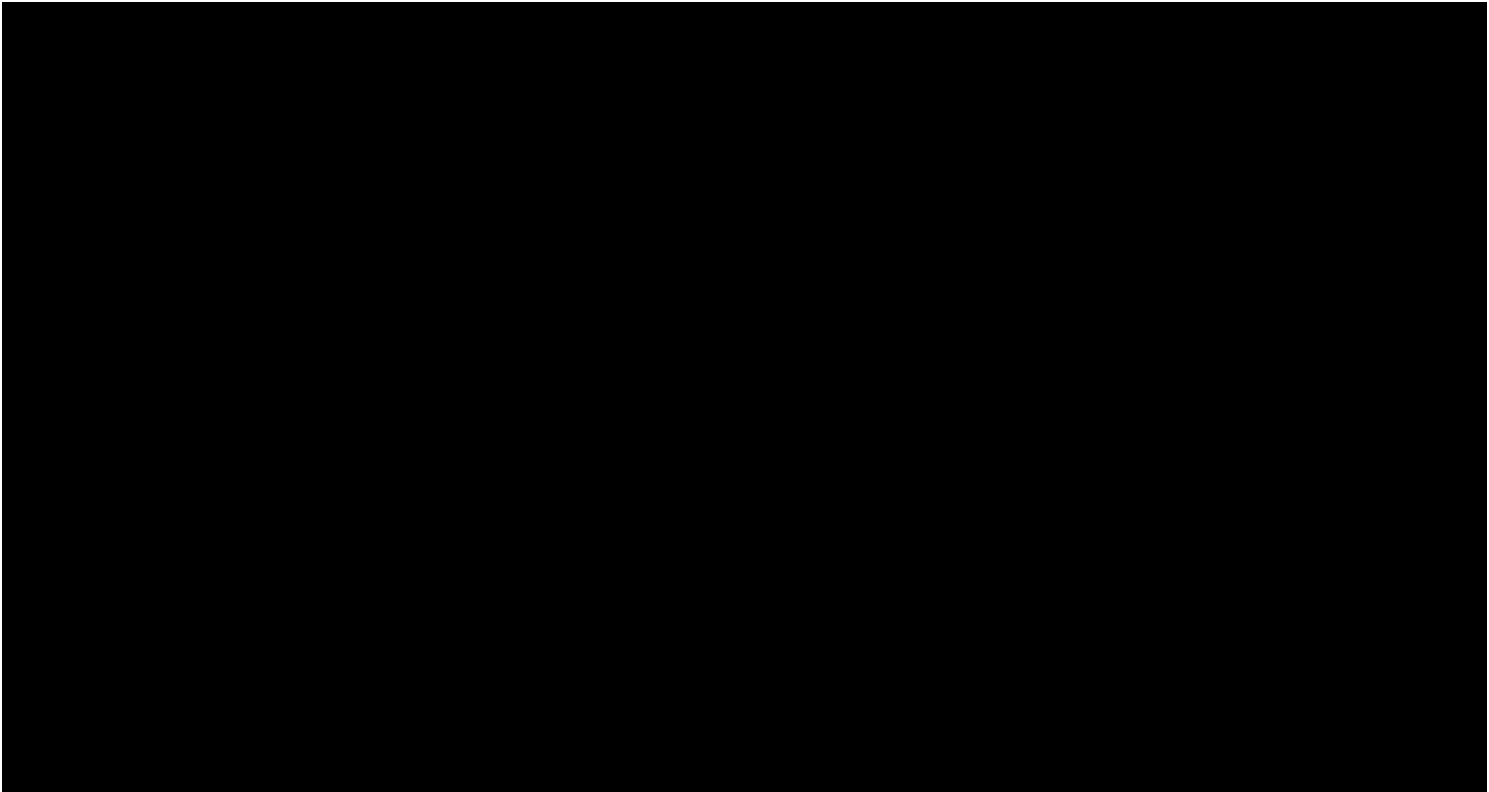
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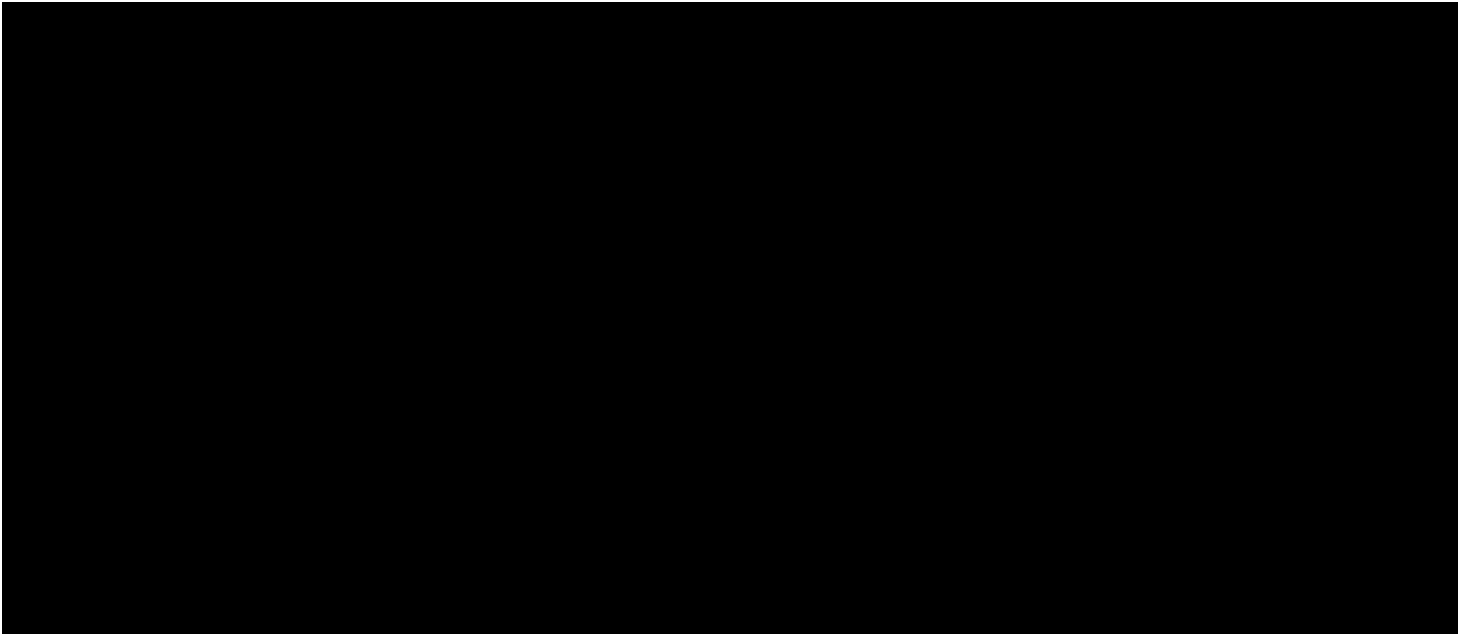


Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles



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

1. Definitions

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

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

2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days following the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

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- 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;

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- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

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- 4.2 The Business Continuity Plan shall:
- 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

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5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every twelve (12) Months;

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

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

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

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

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

6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably

shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

7.1 The Supplier shall test the BCDR Plan:

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

7.1.2 in the event of any major reconfiguration of the Deliverables

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

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

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

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

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

7.5.1 the outcome of the test;

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

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

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

8. Invoking the BCDR Plan

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

9. Circumstances beyond your control

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

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

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

"Breach of Security"	<p>1 the occurrence of:</p> <ul style="list-style-type: none">a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p>

2. Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy

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and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

- 2.3** Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4** If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5** Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1** The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2** The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1** is in accordance with the Law and this Contract;
 - 3.2.2** as a minimum demonstrates Good Industry Practice;
 - 3.2.3** meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4** where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3** The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4** In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. Security Management Plan

4.1 Introduction

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

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- ### **4.3.1**
- Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date

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Security Management Plan which will be based on the draft Security Management Plan.

- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;

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- b) updates to the risk assessments; and
 - c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

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

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accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Part B: Long Form Security Requirements – Not Used

1. Definitions

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

"Breach of Security"	<p>4 means the occurrence of:</p> <ul style="list-style-type: none">a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>5 in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;</p>
"ISMS"	<p>6 the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and</p>
"Security Tests"	<p>7 tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.</p>

2. Security Requirements

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

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

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

~~2.3.1 [insert security representative of the Buyer]~~

~~2.3.2 [insert security representative of the Supplier]~~

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

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

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

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

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

3. Information Security Management System (ISMS)

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

~~3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.~~

~~3.3 The Buyer acknowledges that;~~

~~3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and~~

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

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3.4 The ISMS shall:

- 3.4.1 ~~if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;~~
- 3.4.2 ~~meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;~~
- 3.4.3 ~~at all times provide a level of security which:~~
 - a) ~~is in accordance with the Law and this Contract;~~
 - b) ~~complies with the Baseline Security Requirements;~~
 - c) ~~as a minimum demonstrates Good Industry Practice;~~
 - d) ~~where specified by a Buyer that has undertaken a Further Competition complies with the Security Policy and the ICT Policy;~~
 - e) ~~complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)~~
~~(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)~~
 - f) ~~takes account of guidance issued by the Centre for Protection of National Infrastructure~~
~~(<https://www.cpni.gov.uk>)~~
 - g) ~~complies with HMG Information Assurance Maturity Model and Assurance Framework~~
~~(<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)~~
 - h) ~~meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;~~
 - i) ~~addresses issues of incompatibility with the Supplier's own organisational security policies; and~~
 - j) ~~complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;~~
- 3.4.4 ~~document the security incident management processes and incident response plans;~~
- 3.4.5 ~~document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability~~

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~~or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and~~

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

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

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

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

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

4. Security Management Plan

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

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4.2 The Security Management Plan shall:

- 4.2.1 ~~be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);~~
- 4.2.2 ~~comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;~~
- 4.2.3 ~~identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;~~
- 4.2.4 ~~detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;~~
- 4.2.5 ~~unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;~~
- 4.2.6 ~~set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);~~
- 4.2.7 ~~demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G Cloud catalogue);~~
- 4.2.8 ~~set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;~~

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- 4.2.9 ~~set out the scope of the Buyer System that is under the control of the Supplier;~~
 - 4.2.10 ~~be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and~~
 - 4.2.11 ~~be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.~~
- 4.3 ~~If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.~~
- 4.4 ~~Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.~~

5. Amendment of the ISMS and Security Management Plan

- 5.1 ~~The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:~~
- 5.1.1 ~~emerging changes in Good Industry Practice;~~
 - 5.1.2 ~~any change or proposed change to the Supplier System, the Deliverables and/or associated processes;~~
 - 5.1.3 ~~any new perceived or changed security threats;~~
 - 5.1.4 ~~where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;~~
 - 5.1.5 ~~any new perceived or changed security threats; and~~
 - 5.1.6 ~~any reasonable change in requirement requested by the Buyer.~~
- 5.2 ~~The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and~~

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

- ~~5.2.1 suggested improvements to the effectiveness of the ISMS;~~
- ~~5.2.2 updates to the risk assessments;~~
- ~~5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and~~
- ~~5.2.4 suggested improvements in measuring the effectiveness of controls.~~

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

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

6. Security Testing

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

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

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

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~~the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.~~

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

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

7. Complying with the ISMS

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

~~7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.~~

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

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8. Security Breach

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

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

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

- ~~a) minimise the extent of actual or potential harm caused by any Breach of Security;~~
- ~~b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;~~
- ~~c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;~~
- ~~d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and~~
- ~~e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and~~
- ~~f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.~~

~~8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this~~

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Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9. Vulnerabilities and fixing them

- 9.1 ~~The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.~~
- 9.2 ~~The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:~~
- 9.2.1 ~~the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and~~
 - 9.2.2 ~~Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.~~
- 9.3 ~~The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:~~
- 9.3.1 ~~the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;~~
 - 9.3.2 ~~the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or~~
 - 9.3.3 ~~the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.~~
- 9.4 ~~The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n - 1 version') throughout the Term unless:~~
- 9.4.1 ~~where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation~~

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~~techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or~~

~~9.4.2 is agreed with the Buyer in writing.~~

~~9.5 The Supplier shall:~~

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

~~9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;~~

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

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

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

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

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

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

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

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

Part B – Annex 1:

Baseline security requirements

1. Handling Classified information

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

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).

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3.3 The Supplier shall:

- 3.3.1 ~~provide the Buyer with all Government Data on demand in an agreed open format;~~
- 3.3.2 ~~have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;~~
- 3.3.3 ~~securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and~~
- 3.3.4 ~~securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.~~

4. Ensuring secure communications

- 4.1 ~~The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.~~
- 4.2 ~~The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.~~

5. Security by design

- 5.1 ~~The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.~~
- 5.2 ~~When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).~~

6. Security of Supplier Staff

- 6.1 ~~Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.~~
- 6.2 ~~The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.~~
- 6.3 ~~The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.~~

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

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

7. Restricting and monitoring access

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

8. Audit

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

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

~~8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log on and log off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.~~

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

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

~~Part B – Annex 2 – Security Management Plan~~



Call-Off Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and

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	other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

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

2.2 During the Contract Period, the Supplier shall promptly:

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

(**"Registers"**).

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2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan

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within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every twelve (12) Months throughout the Contract Period; and
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables

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(including all changes under the Variation Procedure);
and

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

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

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

5. Termination Assistance

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

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

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

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

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

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- 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 vacate any Buyer Premises;
 - 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

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

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

8. Assets, Sub-contracts and Software

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

- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

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

- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
- 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and

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

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

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the

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Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

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

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

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

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

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

8.7 The Buyer shall:

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

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

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

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

9. No charges

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

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10. Dividing the bills

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

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

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

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

Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

2. Definitions

- 2.1 **"Cluster Members"** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 1.4 are subject to the following provisions:
- 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
- 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
- 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.

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- 3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
- 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
 - 3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
 - 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
 - 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
 - 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
 - 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
 - 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

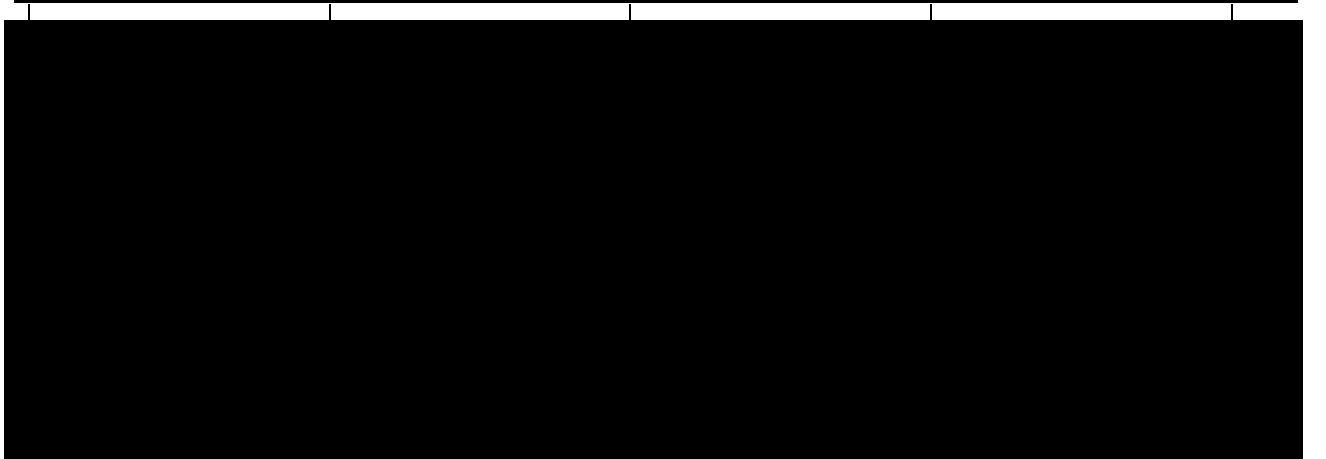
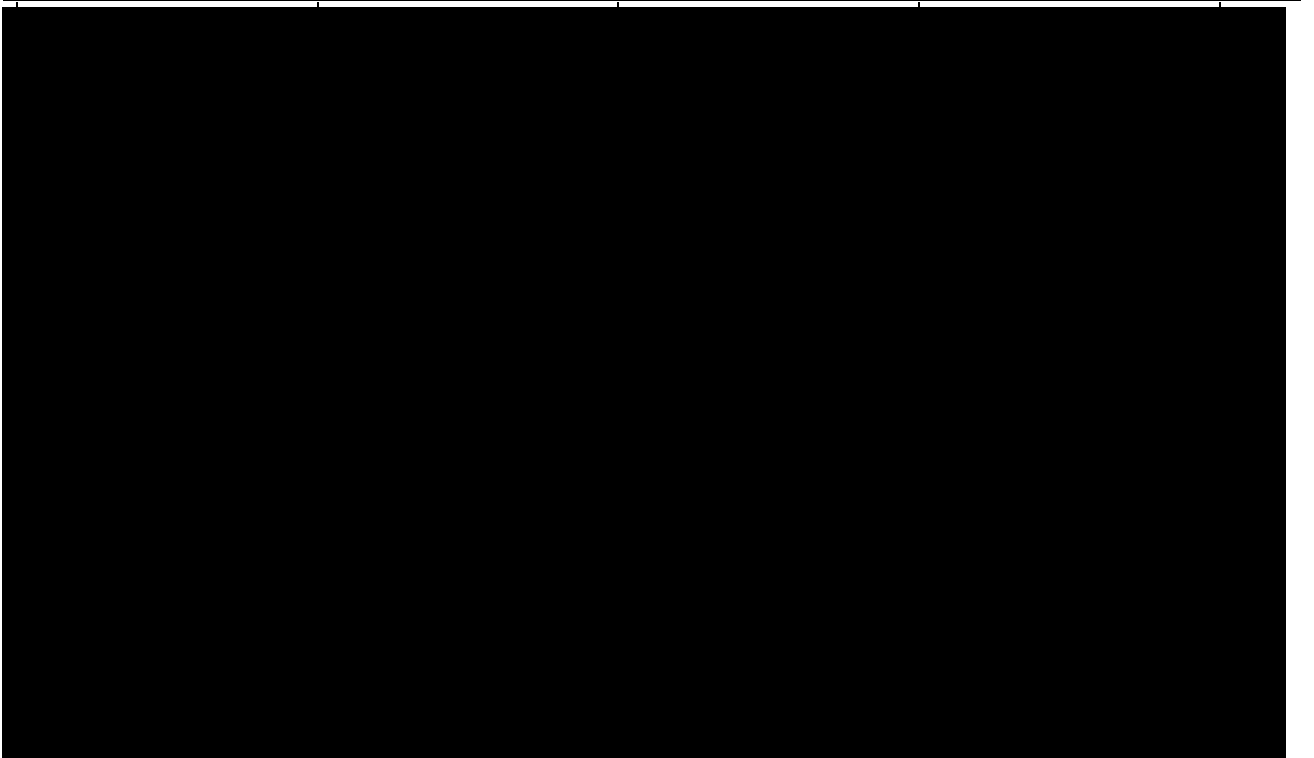
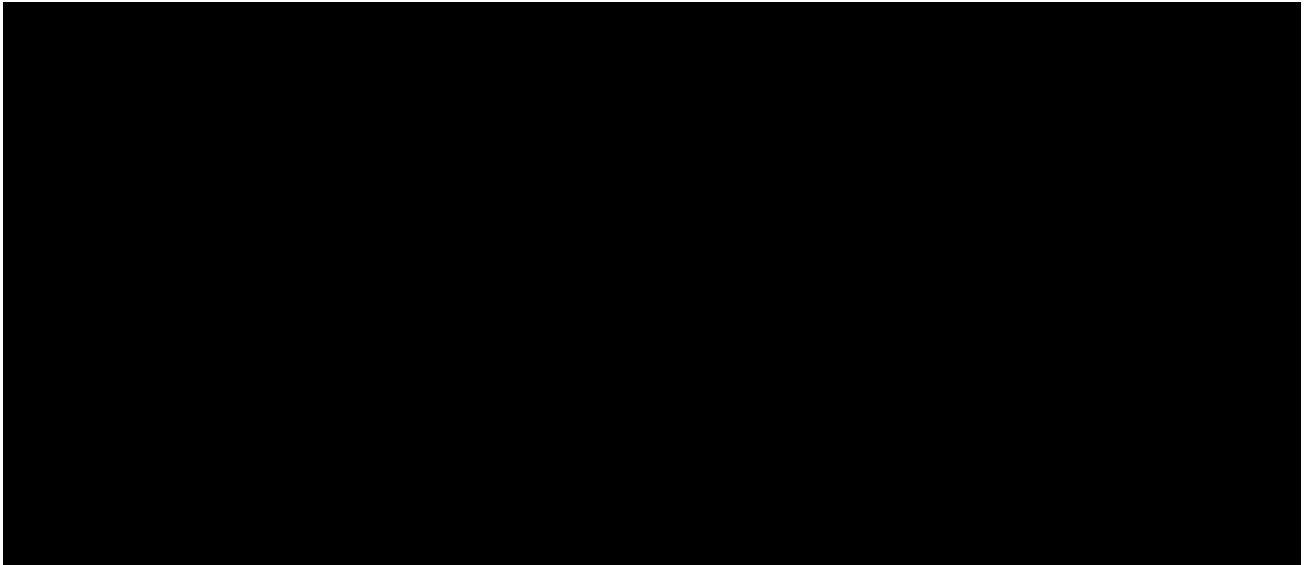
Annex A – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

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Call-Off Schedule 13 (Implementation Plan and Testing)

Part A - Implementation

1. definitions

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

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
Implementation Period"	has the meaning given to it in Paragraph 7.1;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan 20 days after the Call-Off Contract Effective Date .
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days

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of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

- 3.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

4. Security requirements before the Start Date

- 4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Implementation Plans.
- 4.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.

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- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 - 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or

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- (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Implementation Plan

- 7.1 The Implementation Period will be a sixteen (16) weeks.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
- 7.4 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 7.5 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
- 7.6 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
- 7.7 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.8 The Implementation Plan will include detail stating:
- 7.9 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
- 7.10 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

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- 7.11 In addition, the Supplier shall:
- 7.12 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.13 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.14 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
- 7.15 the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
- 7.16 the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.17 manage and report progress against the Implementation Plan;
- 7.18 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.19 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.20 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

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Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milestone	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments	Delay Payments
Target Effective Date		6 th July 2022	Buyer to sign the contract.	N/A	N/A
Transition of Buyers Personnel Data		TBC by the Supplier		N/A	N/A
Portal(s) Testing (Including UAT)		TBC by the Supplier		N/A	N/A
Training Support for Buyers Personnel		TBC by the Supplier		N/A	N/A
Marketing & Comms		TBC by the Supplier		N/A	N/A
Target Start date		1 st October 2022		N/A	N/A
<p>The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing)</p> <p>For the purposes of Paragraph 9.1.2 the Delay Period Limit shall be N/A</p>					

Part B - Testing

1. Definitions

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

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;

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"Test Witness"

any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and

"Testing Procedures"

the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
 - 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;

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- 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
- 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
- 3.2.8 the technical environments required to support the Tests; and
- 3.2.9 the procedure for managing the configuration of the Test environments.

4. Preparing for Testing

- 4.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2 Each Test Plan shall include as a minimum:
 - 4.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
 - 4.2.2 a detailed procedure for the Tests to be carried out.
- 4.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

5. Passing Testing

- 5.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

6. How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
 - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - 6.2.2 a plan to make the resources available for Testing;
 - 6.2.3 Test scripts;

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6.2.4 Test pre-requisites and the mechanism for measuring them;
and

6.2.5 expected Test results, including:

- (a) a mechanism to be used to capture and record Test results; and
- (b) a method to process the Test results to establish their content.

7. Performing the tests

7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.

7.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.

7.4 The Buyer may raise and close Test Issues during the Test witnessing process.

7.5 The Supplier shall provide to the Buyer in relation to each Test:

7.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and

7.5.2 the final Test Report within 5 Working Days of completion of Testing.

7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

7.6.1 an overview of the Testing conducted;

7.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;

7.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

7.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and

7.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

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- 7.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

8. Discovering Problems

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 8.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

9. Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an

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informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

- 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10. Auditing the quality of the test

- 10.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 10.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 10.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 10.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 10.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 10.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

11. Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

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- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
 - 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
 - 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
 - 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
 - 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
 - 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion

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(without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12. Risk

12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or

12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues – Severity Levels

1. Severity 1 Error

- 1.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

2. Severity 2 Error

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
 - 2.1.1 causes a Component to become unusable;
 - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
 - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

3. Severity 3 Error

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4. Severity 4 Error

- 4.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.

5. Severity 5 Error

- 5.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

Annex 2: Satisfaction Certificate

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Call-Off Contract**") [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] ("**Buyer**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Call-Off Start Date dd/mm/yyyy*].

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

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

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acting on behalf of [insert name of Buyer]

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

“Amber Service Level Performance Measure”

shall be the amber service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;

“Critical Service Level Failure”

means a failure to meet a Red Service Level Performance Measure for a Critical Service Level defined in the Order Form;

“Green Service Level Performance Measure”

shall be the green service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;

“Red Service Level Performance Measure”

shall be the red service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;

"Service Credits"

any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

"Service Credit Cap"

has the meaning given to it in the Order Form;

"Service Level Failure"

means a failure to meet the Service Level Performance Measure in respect of a Service Level as follows:

- i) the Supplier's performance of any Critical Service Level is reported as failing to meet the Red Service Level Performance Measure in a given Service Period;
- ii) the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level twice or more in any three (3) consecutive Service Periods;

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- iii) the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level four (4) times or more in any twelve (12) consecutive Service Periods; and
- iv) the Supplier's performance of a single Service Level is reported as failing to meet the Amber Service Level Performance Measure for that Service Level six (6) times or more in any twelve (12) consecutive Service Periods.

"Service Level Performance Measure"

A Red Service Level Performance Measure, an Amber Service Level Performance Measure or a Green Service Level Performance Measure as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

"Service Level Threshold"

shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule;

"Service Period"

has the meaning given to it in the Order Form.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;

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- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),
provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

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

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

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

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

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Annex A to Part A: Services Levels and Service**LOTS 1, 2 AND 4 ONLY - BASELINE SERVICE LEVELS FOR OCCUPATIONAL HEALTH SERVICES:**

Service Level Performance Criterion	Description	Service Level Performance Measure				Service Level Weight	Critical Service Level
		Service Level - Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)		
1. Online Portal	Online Portal to be available fifty two (52) weeks a year, Monday to Friday 08:00 to 18:00, excluding Public and Bank Holidays, except for agreed downtime and maintenance which will be agreed with the Contracting Authorities at least seventy two (72) hours in advance of such work being carried during the Service Period. Note: Some Contracting Authorities may require Services provided outside of these core hours and this will be agreed at Call Off contract.	<98%	>= 98% and < 100%	100%	0.5% service credit for every percentage point the Online Portal actual availability is below the 100% target.	10	Yes
2. Telephone Support Services	2.1 All telephone support line Services to be available Monday to Friday 08:00 to 18:00, fifty-two (52) weeks a year (or as defined by the Contracting Authorities) excluding public and bank holidays during the Service Period.	< 98%	>= 98% and < 100%	100%	0.5% service credit for every percentage point the telephone support line actual availability is below the 100% target.	10	Yes

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		Service Level Performance Measure					
Service Level Performance Criterion	Description	Service Level - Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Service Level Weight	Critical Service Level
	2.2 All calls to be answered within five (5) rings during the Service Period.	< 97%	>= 97% and < 98%	>= 98%	0.5% service credit for every percentage point the calls answered with five (5) rings actual performance is below the 98% target.	2	No
	2.3 All telephone messages and emails to be responded to within one (1) working day during the Service Period.	<97%	>= 97% and < 98%	>= 98%	0.5% service credit for every percentage point the telephone messages and emails responded to within one (1) working day actual performance is below the 98% target.	6	No
3. Case Management	3.1 Occupational Health Advisor or Occupational Health Physician face to face consultation to be held and report to be provided within fifteen (15) working days of Contracting Authorities Personnel referral (including confirmation of appointment to the	>17 working days from the date of referral	16-17 working days from the date of referral	<=15 working days from the referral	0.5% service credit for every working day in excess of fifteen (15) working days to provide the	10	Yes

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		Service Level Performance Measure					
Service Level Performance Criterion	Description	Service Level - Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Service Level Weight	Critical Service Level
	employee and line manager) during the Service Period.				report from the date of the Personnel referral.		
	3.2 Occupational Health Advisor telephone consultation to be held and report to be delivered within four (4) working days of Contracting Authorities Personnel referral during the Service Period.	>6 working days from the date of referral	5-6 working days from the date of referral	<=4 working days from the date of referral	0.5% service credit for every working day in excess of four (4) working days to provide the report from the date of Personnel referral.	10	Yes
	3.3 Occupational Health Physician telephone consultation to be held and report to be delivered within seven (7) working days of Contracting Authorities Personnel referral during the Service Period.	>9 working days from date of referral	8-9 working days from date of referral	<=7 working days from date of referral	0.5% service credit for every working day in excess of seven (7) working days to provide the report from the date of Personnel referral.	10	Yes

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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		Service Level Performance Measure					
Service Level Performance Criterion	Description	Service Level - Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Service Level Weight	Critical Service Level
	3.4 Notification to the Contracting Authorities of an employee failing to attend appointment within one (1) working day of appointment being missed during the Service Period.	>2 working days from the date of the appointment	2 working days from the date of the appointment	<=1 working day from the date of the appointment	0.5% service credit for every working day in excess of one (1) working day to provide notification of a missed appointment from the date of the appointment.	5	No
	3.5 File opinion to be delivered to the Contracting Authorities within five (5) working days on receipt of request during the Service Period	>6 working days from the date of the request	6 working days from the date of the request	<=5 working days from the date of the request	0.5% service credit for every working day in excess of five (5) working days to provide File opinion from the date of the request.	5	No
	3.6 Single case conferences to take place within five (5) working days of request of Contracting Authorities during the Service Period.	>6 working days from date of request	6 working days from the date of request	<=5 working days from the date of request	0.5% service credit for every working day in excess of five (5) working days for single case conferences to take place from the date of the request.	5	No

Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.1

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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		Service Level Performance Measure					
Service Level Performance Criterion	Description	Service Level - Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Service Level Weight	Critical Service Level
	3.7 Multiple case conference (including collation of referrals) to take place within ten (10) working days of request during the Service Period.	>11 working days from date of request	11 working days from date of request	<=10 working days from the date of request	0.5% service credit for every working day in excess of ten (10) working days for multiple case conferences to take place from the date of the request.	5	No
4. Further Medical Evidence	Further Medical Evidence report to be requested from a specialist or General Practitioner within two (2) days of the need having been identified by the Supplier during the Service Period.	>3 working days from the date the need is identified	3 working days from the date the need is identified	<=2 working days from the date the need is identified	0.5% service credit for every working day in excess of two (2) working days for Further Medical Evidence report to be requested from the date the need is identified.	5	No

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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		Service Level Performance Measure					
Service Level Performance Criterion	Description	Service Level - Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Service Level Weight	Critical Service Level
5. Ill Health retirements	Medical opinion to support ill health retirement applications to be delivered within ten (10) working days of request during the Service Period.	>11 working day from the date of request	11 working days from the date of request	<=10 working days from the date of request	0.5% service credit for every working day in excess of ten (10) working days for Medical opinion to be delivered from the date of the request.	5	No
6. Health Surveillance and Fitness for Task	6.1 All health surveillance, monitoring and specialist fit for task assessments and reports to be completed within ten (10) working days of referral during the Service Period.	>11 working days from date of referral	11 working days from date of referral	<=10 working days from date of referral	0.5% service credit for every working day in excess of ten (10) working days to provide the report from the date of referral	5	Yes
	6.2 All paper based screening or assessments to be completed within three (3) working days of referral during the Service Period.	>4 working days from the date of referral	4 working days from date of referral	<=3 working days from date of referral	0.5% service credit for every working day in excess of three (3) working days for paper based screening or assessments to be completed from the date of the referral.	10	No

Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.1

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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		Service Level Performance Measure					
Service Level Performance Criterion	Description	Service Level - Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Service Level Weight	Critical Service Level
	6.3 All surveillance and assessments scheduled on a Contracting Authority's annual plan to be completed on time during the Service Period.	>1 working day later than the date agreed in the annual plan	1 working day later than the date agreed in the annual plan	0 working days later than the date agreed in the annual plan	0.5% service credit for every working day later than the date agreed in the annual plan to complete the scheduled surveillance and assessments	5	No
7. Pre-Appointment and Pre-Enrolment Checks	7.1 Delivery of report to Contracting Authorities following online screening to be provided within twenty four (24) hours of completion of the screening during the Service Period.	<97%	>= 97% and < 99%	>= 99%	0.5% service credit for every percentage point the actual provision of the online screening report is delivered within 24 hours is below the 99% target.	10	No
	7.2 Occupational Health Adviser written opinion following online assessment to be delivered to the Contracting Authorities within two (2) working days of	>3 working days from date of completion	3 working days from date of completion	<=2 working days from date of	0.5% service credit for every working day in excess of two (2) working days for OH Advisor	10	No

Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.1

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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		Service Level Performance Measure					
Service Level Performance Criterion	Description	Service Level - Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Service Level Weight	Critical Service Level
	completion of the online assessment during the Service Period.	of online assessment	of online assessment	completion of online assessment	written opinion to be delivered from the date of completion.		
	7.3 Telephone assessment of Contracting Authorities Personnel to be provided within three (3) working days of request during Service Period.	>5 working days from date of request	4-5 working days from date of request	<=3 working days from date of request	0.5% service credit for every working day in excess of three (3) working days for Telephone assessment to be delivered from the date of request.	5	No
	7.4 Face to face Contracting Authorities Personnel assessment to be provided within five (5) working days of request during Service Period.	>7 working days from date of request	6-7 working days from date of request	<=5 working days from date of request	0.5% service credit for every working day in excess of five (5) working days for face to face assessment to be provided from the date of request.	5	No

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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		Service Level Performance Measure					
Service Level Performance Criterion	Description	Service Level - Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Service Level Weight	Critical Service Level
	7.5 Written opinion following telephone and face-to-face assessment to be received by Contracting Authorities within two (2) working days of the assessment during Service Period.	>4 working days from date of assessment	3-4 working days from date of assessment	<=2 working days from date of assessment	0.5% service credit for every working day in excess of two (2) working days for written opinion to be provided from the date of assessment.	5	No
8. Assessments	<p>For all Contracting Authorities Personnel assessments listed below: twenty-one (21) working days from referral to delivery of report:</p> <ul style="list-style-type: none"> • Workplace / Workstation Assessments • Occupational Therapy • Specialist assessments for sight and hearing • Dyslexia assessment • Specialist assessments for disabled employees • Support Worker assessment <p>During Service Period.</p>	>23 working days from date of referral	22-23 working days from date of referral	<=21 working days from date of referral	0.5% service credit for every working day in excess of twenty-one (21) working days report is delivered from the date of referral.	10	No

Framework Ref: RM6182

Project Version: v1.0

Model Version: v3.1

Call-Off Schedule 14 (Service Levels)

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		Service Level Performance Measure					
Service Level Performance Criterion	Description	Service Level - Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Service Level Weight	Critical Service Level
9. Complaints	9.1 All customer Complaints to be acknowledged within one (1) Working Day of receipt of the complaint by the Supplier during Service Period.	>2 working days from date of receipt of complaint	2 working days from date of receipt of complaint	<=1 working days from date of receipt of complaint	0.5% service credit for every working day in excess of one (1) working day taken for complaint to be acknowledged from the date of receipt by Supplier of complaint.	5	No
	9.2 Customer complaints to be resolved within ten (10) working days of the complaint being received by the Supplier during Service Period.	>12 working days from the date of Supplier's receipt of the complaint	11-12 working days from the date of Supplier's receipt of the complaint	<=10 working days from the date of Supplier's receipt of the complaint	0.5% service credit for every working day in excess of ten (10) working days for complaint to be resolved from the date of the Supplier's receipt of complaint.	5	No

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		Service Level Performance Measure					
Service Level Performance Criterion	Description	Service Level - Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Service Level Weight	Critical Service Level
10. Customer Satisfaction	All customer satisfaction surveys sent by Supplier to service users to meet agreed target measures during Service Period.	>3 surveys do <u>not</u> meet the agreed target measures	1-3 surveys do <u>not</u> meet the agreed target measures	0 surveys do <u>not</u> meet agreed target measures	0.5% service credit for each survey which does not meet agreed target measures.	5	No
11. Contract Management	Account management support available Monday to Friday 8am - 6pm with responses to queries from the Contracting Authorities within one (1) Working Day of receipt of the query during Service Period.	>3 working days from date of receipt of query	2-3 working days from date of receipt of query	<=1 working days from date of receipt of query	0.5% service credit for every working day in excess of one (1) working day to provide response from the date of receipt of query.	8	No
12. Management Information	12.1 Management Information delivered at agreed periods with Contracting Authorities (defined at Call Off stage) during Service Period.	>2 working days later than the agreed date	1-2 working days later than the agreed date	0 working days later than the agreed date	0.5% service credit for every working day that the MI is delivered later than the agreed date.	2	No

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		Service Level Performance Measure					
Service Level Performance Criterion	Description	Service Level - Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Service Level Weight	Critical Service Level
	12.2 All ad hoc and urgent MI in relation to Freedom of Information requests, Minister's questions and Parliamentary Questions will be provided within the timelines outlined for each request by the Contracting Authorities during Service Period.	>1 working day later than the timeline outlined in the request	1 working day later than the timeline outlined in the request	0 working days later than the timeline outlined in the request	0.5% service credit for every working day that the ad hoc or urgent MI is delivered later than the timeline outlined in the request.	5	No
13. Social Value	A Social Value Service Level will be agreed during the implementation phase, this will be an objective measurable Service Level based on the Supplier's bid response.	TBC	TBC	TBC	No associated Service Credits	0	No

Credits Table

The Service Credits shall be calculated on the basis of the following formulas:

% Based Example

Formula:

x% (Service Level Performance Measure) minus y% (actual Service Level performance) multiplied by z% (Service Credit Payable %)	=	a% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
--	---	---

$$a\% = (x\% - y\%) * z\%$$

Worked example: using 2.1
Telephone support line availability

Telephone support line is available 75% of the time agreed in the terms of the contract in the Service Period

100% (Service Level Performance Measure) minus 75% (actual Service Level performance multiplied by Service Credit Payable % of 0.5%)	=	12.5% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
--	---	--

$$12.5\% = (100\% - 75\%) * 0.5\%$$

Incident Based Example (volumes)

Formula: x (actual Service Level performance) minus y (Service Level Performance measure) multiplied by z% (Service Credit Payable %)	=	a% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
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$$a\% = (x - y) * z\%$$

Worked example: using 10
Customer satisfaction survey

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2 customer satisfaction surveys
do not meet agreed target
measures in the Service Period

2 (actual Service Level
performance) minus 0 (Service
Level Performance Measure)
multiplied by 0.5% (Service Credit
Payable %)

= 1% of the Charges payable to the
Buyer as Service Credits to be
deducted from the next Invoice
payable by the Buyer

$$1\% = (2 - 0) * 0.5\%$$

Incident Based Example (times)

Formula: Sum of x (volume of
days late for each individual
incident where the actual Service
Level performance is greater than
the Service Level Performance
measure) multiplied by z%
(Service Credit Payable %)

= a% of the Charges payable to the
Buyer as Service Credits to be
deducted from the next Invoice
payable by the Buyer

$$a\% = \sum x * z\%$$

Worked example: using 3.2 OH
Advisor report provision

3 reports are provided in the
Service Period, 1 is provided in 5
working days 1 is provided in 6
working days and 1 is provided in
3 working days

= 1.5% of the Charges payable to
the Buyer as Service Credits to
be deducted from the next Invoice
payable by the Buyer

1 plus 2 equals 3 (volume of days
late for each individual incident
where the actual Service Level
performance is greater than the
Service Level Performance
measure) multiplied by 0.5%
(Service Credit Payable %)

$$1.5\% = ((5-4) + (6-4)) * 0.5\%$$

Part B: Performance Monitoring

- **Performance Monitoring and Performance Review**

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

Call-Off Schedule 14 (Service Levels)

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

- **Satisfaction Surveys**

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

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

1. Definitions

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

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

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

2. Project Management

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

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager's shall be:
- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

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- 3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Role of the Operational Board

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

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

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- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

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Annex: Contract Boards

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

Name of Board	Members	Frequency of Meetings	Location of meetings
Occupational Health Programme Operational Board	Buyer's Contract Manager or equivalent representative Supplier's Contract Manager or equivalent representative. Any other members as appropriate and agreed by both parties.	Quarterly business review or as agreed by the relevant parties with Buyer Contract Manager, Buyer key stakeholders and Supplier.	At Buyers Head Office: Stella House or virtually if this is not possible.

Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

Call-Off Schedule 16 (Benchmarking)

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2. When you should use this Schedule

- 2.1** The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2** This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3** Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1** The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2** The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3** The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4** The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5** The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6** Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7** The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case

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the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

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- (c) using the Equivalent Data, calculate the Upper Quartile;
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the

Call-Off Schedule 16 (Benchmarking)

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direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 18 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

2. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

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

Annex 1 – Relevant Convictions

A Relevant Conviction will be determined when the Supplier advises the Buyer of any Convictions found and those that the Buyer deems to be Relevant to the Service



Crown
Commercial
Service

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
- (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
- (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
- (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.
- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

- 3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

- 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.

- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (c) the Supplier is entitled to additional time needed to make the Delivery; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
 - (a) during the Contract Period;
 - (b) for 7 years after the End Date; and
 - (c) in accordance with GDPR,including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3 The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4 During an Audit, the Supplier must:
 - (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (a) tell the Relevant Authority and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.

- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform each Contract;
 - (b) each Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - (g) it is not impacted by an Insolvency Event; and
 - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- (b) non-payment by the Supplier of any Tax or National Insurance.

- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the

Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the

terminated Contract.

- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

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

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or

in connection with each Contract, including any indemnities.

- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
- (b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances: to In spite of Clause Each Party must:, CCS or the Buyer may disclose Confidential Information in any of the following cases: or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

- 15.3 In spite of Clause Each Party must:, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
- 15.4 In spite of Clause Each Party must:, CCS or the Buyer may disclose Confidential Information in any of the following cases:
- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; or
 - (e) under Clauses 4.7 and 16.
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or

(c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant

Authority's written consent.

- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
- (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- (a) agree that the Contract continues without the Variation; or
 - (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
 - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical.

They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written

consent which it must not unreasonably withhold or delay.

- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS

and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

- 31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.
- 31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
 - (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

- 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- (a) Law;
 - (b) Clause 12.1; or
 - (c) Clauses 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a [Supplier Code of Conduct](#) setting out the standards and behaviours expected of suppliers who work with government.
- 1.2 CCS expects its Suppliers and Subcontractors to meet the standards set out in that Code. In addition, CCS expects its Suppliers and Subcontractors to comply with the Standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available on the [Modern Slavery Helpline website](#) or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any

- slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
 - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
 - 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
 - 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
 - 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
 - 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
 - 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
 - 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or

- (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Supplier Staff;
and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised
employment relationship established through national law and
practice.

5. Working Hours

5.1 The Supplier shall:

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

by individuals and by the Supplier Staff as a whole;

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

6. Sustainability

The supplier shall meet the applicable [Government Buying Standards](#)
applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>