

DPS Schedule 6 (Order Form Template and Order Schedule

Order Form

ORDER REFERENCE: C247714

THE BUYER: NHS England

BUYER ADDRESS 7 and 8 Wellington Place, Leeds, LS1 4AP

THE SUPPLIER: Qualitest Group UK Ltd

SUPPLIER ADDRESS: Equitable House, 47 King William Street, London, England, EC4R 9AF

REGISTRATION NUMBER: 04394772 for Qualitest Group UK Limited

DUNS NUMBER: 424071319

DPS SUPPLIER REGISTRATION SERVICE ID:

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 20/05/24.

It's issued under the DPS Contract with the reference number RM6148 for the provision of Quality Assurance & Testing for IT Systems 2.

The Parties intend that this Order Form will not oblige the Buyer to buy or the Supplier to supply Deliverables. The Parties agree that when a Buyer seeks Deliverables from the Supplier under the Order Contract, the Buyer and Supplier will agree and execute a Statement of Work (in the form of the template set out in Appendix 1 to this DPS Schedule 6 (Order Form Template and Order Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Order Contract.

Contract award value is £20,000,000

DPS FILTER CATEGORY(IES):

Services: 1 QAT Specialists

Location: Yorkshire and Humber, Greater London, South West England,
Remote

Security: BPSS

Scalability: 26-99

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract.

Where numbers are missing we are not using those Schedules. If the documents conflict, the following order of precedence applies:

1. Joint Schedule 2 – An agreed Variation to the Order Contract
2. This Order Form including the Order Special Terms, any executed Statement of Work and Order Special Schedules.
3. Joint Schedule 1 (Definitions and Interpretation) RM6148
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6148
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for RM6148
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 4 (Order Tender)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services) excluding Annexes A & B thereto)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security) Option A

- Order Schedule 10 (Exit Management)
- Order Schedule 15 (Order Contract Management)
- Order Schedule 20 (Order Specification)

5. CCS Core Terms (DPS version)

6. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better Commercial position for the Buyer (as described by the Buyer) take precedence over the documents above.

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

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

The Core Terms shall be amended with deletions scored-through and insertions underlined as follows:

Special Term 1: **Cyber Security Requirements**

The following wording shall be included as a new **Clause 3.4 (What needs to be delivered)** of the Core Terms:

*“The Supplier warrants and represents that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The **“Cyber Security Requirements”** means:*

- a) *compliance with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the UK GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;*
- b) *Cyber Essentials Plus accreditation;*
- c) *such requirements as are identified by the Buyer in its Security Policy (if applicable); and*
- d) *any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;”*

Special Term 2: **Supplier Staff**

The following wording shall be included as a new **Clause 7.6 (Supplier Staff)** of the Core Terms of the Order Contract:

“7.6 Notwithstanding that Order Schedule 9 (Security) has not been wholly incorporated into this Order Form under the section headed “ORDER INCORPORATED TERMS”, Paragraph 3.4.3 of Part B of Order Schedule 9 (Security) shall apply to this Order Form in any event.”

Special Term 3: **Intellectual Property Rights (IPRs)**

Clause 9.1 (Intellectual Property Rights) of the Core Terms shall be deleted and replaced with:

“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:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier
- develop and provide products and services to third parties”

Special Term 4: **Clause 10.3.2 (Ending the Contract without a reason)** shall be amended as follows:

“Each Buyer has the right to terminate their Order Contract at any time without reason or liability by giving the Supplier not less than 90 ~~30~~ days’ written notice and if it’s terminated Clause 10.5.2 to 10.5.7 applies. Without prejudice to Clause 10.3.3., the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”

Special Term 5: A new **Clause 10.3.3 (Ending the Contract without a reason)** shall be inserted as follows:

“The Parties acknowledge and agree that the:

- (a) Buyer's right to terminate under Clause 10.3.2 is reasonable in view of the subject matter of the Order Contract and the nature of the Deliverables being provided.
- (b) Order Contract Charges paid during the notice period given by the Buyer in accordance with Clause 10.3.2 are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise (directly or indirectly) as a result of the Buyer exercising the right to terminate under Clause 10.3.2."

Special Term 6: **Clause 11.2 (How much you can be held responsible for)** shall be amended as follows:

"The:

(a) Buyer's ~~Each Party's~~ total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than the ~~greater~~ lesser of;

(b) Supplier's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than the ~~greater~~ of;

£1 million or 150% of the Estimated Yearly Charges unless specified in the Order Form."

Special Term 7: **Clause 14.4 (Data Protection)** shall be amended as follows:

"The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that, where specified by the relevant Buyer in the Order Form, complies with the Security Policy and any applicable Security Management Plan."

Special Term 8: **Data Protection Impact Assessment Delivery and Assistance**

The following wording shall be included as a new **Clause 14.12 (Data Protection)** of the Core Terms:

“14.12.1 Without limitation to the obligations as set out in Joint Schedule 11 (Processing Data) and the Order Form, the Supplier shall provide a draft Data Protection Impact Assessment as a part of the Order Procedure for each Deliverable under the Contract.

14.12.2 The Supplier shall update the Data Protection Impact Assessment to be complete for the agreed Deliverables and meeting all Law, prior to the Start Date of the Contract. The Supplier shall be responsible for updating the Data Protection Impact Assessment at each material change of the Deliverables (including but not limited to each release of new software) and following any Variation.”

Special Term 9: New **Clauses 23.7 and 23.8 (Transferring responsibilities)** shall be inserted into the Core Terms:

“23.7 The Supplier will only Sub-Contract with the written approval of the Buyer. If the Supplier chooses to use Subcontractors, this will be outlined in any bid along with the percentage of delivery allocated to each Subcontractor.”

“23.8 The Supplier will take direct contractual responsibility and full accountability for delivering the Deliverables they provide using Subcontractors.”

Special Term 10: **Tax**

The following wording shall be included as new **Clause 31.5 (IR35)** of the Core Terms: “31.5. IR35

31.5.1 The Buyer and the Supplier agree and acknowledge that this Call-Off Contract represents a contract for a fully contracted out service and, as a result, the Off- Payroll Working Rules shall not apply to the Buyer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.

31.5.2 Notwithstanding clause 31.5.1, the Supplier warrants and undertakes to the Buyer that where any Contractor is or will be delivering their services through an Intermediary, prior to the commencement of the delivery

of any services by that Contractor, the Supplier will give written notice to the Buyer, and shall procure that such Contractor shall not be involved in the delivery of the Services (or any part of them) by the Supplier without the prior written consent of the Buyer .

- 31.5.3 The Supplier warrants and undertakes to the Buyer that it shall manage the delivery of the Services (and any part of them) and shall do or not do (as the case may be) all such things as are necessary, in each case, to ensure that the Off-Payroll Working Rules shall not apply to the Buyer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.*
- 31.5.4 The Supplier shall immediately inform the Buyer if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that the Off- Payroll Working Rules could apply to the Buyer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.*
- 31.5.5 Promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such evidence, information and assistance as the Buyer reasonably requires:*
- 31.5.5.1 in order to confirm that the warranties and undertakings given by the Supplier in clauses 31.5.2 and 31.5.3 are, and remain, true, accurate and correct in all respects; and*
- 31.5.5.2 in connection with the Off-Payroll Working Rules (including, but not limited to, such information or assistance as the Buyer reasonably requires in order to assess whether or not the Off-Payroll Working Rules apply to the provision of the Services (or any part of them) and/or to any arrangements involving the performance of any services by any Contractor or to*

comply with any other requirement or obligation it may have a result of or in connection with the application of the Off-Payroll Working Rules).

- 31.5.6 The Supplier shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the Services (or any part of them).*
- 31.5.7 The Buyer shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.*
- 31.5.8 The Supplier shall indemnify the Buyer], on demand and on an after-Tax basis, against:*
- 31.5.8.1 any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);*
- 31.5.8.2 any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and*
- 31.5.8.3 any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable, in each case, which arise as a result of, in consequence of, or otherwise in connection with, (i) the application of the Off-Payroll Working Rules to the provision of the [Services] (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor and/or (ii) the [Supplier], at any time, being in breach of any of the warranties or undertakings given in clauses 31.5.2, 31.5.3 and 31.5.10.*

31.5.9 *The Buyer may at its option satisfy the indemnity given under clause 31.5.8 (in whole or in part) by way of deduction from payments due to the Supplier.*

31.5.10 *The Supplier warrants to the Buyer that it is not, nor will it prior to the cessation of this Call-Off Contract become, a “managed service company”, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.*

Special Term 11: **Execution and Counterparts**

The following wording shall be included as new **Clause 37 (Execution and counterparts)** of the Core Terms of the Order Contract:

“37 Execution and counterparts

37.1 This Order Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

37.2 Execution of this Order Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Order Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party’s intention to be bound by this Order Contract as if signed by each Party’s manuscript signature. In such situation, this Order Contract shall be formed on the date on which all Parties have electronically signed the Order Contract as recorded in the Buyer’s electronic contract management system.”

Special Term 12: **Assignment and Novation**

The following wording shall be included as new **Clause 36 (Assignment and Novation)**

“The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract and/or any associated licences to the Department of Health and Social Care and / or any Central Government Body and the Supplier shall, at the Buyer’s request, enter into an agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 36 (Assignment and Novation).”

Special Term 13: The following wording shall be inserted in Clause 18 (No Other Terms Apply) of the Core Terms: “Notwithstanding the foregoing, the Solutions Assurance Support Contract Call Off Order Form dated 27 May 2021 (as subsequently varied/extended) in place between Health & Social Care Information Centre known as NHS Digital and Qualitest Group UK Ltd shall continue as per its terms and shall not be replaced by this Order Contract.”

Special Term 14: **Definitions**

The following definitions shall be included within **paragraph 1.4** of Joint Schedule 1 (Definitions):

Contractor	means any individual delivering the Services (or any part of them)
Intermediary	means any “intermediary” (as defined in section 61M ITEPA) in respect of which any of Conditions A – C within section 61N ITEPA are met
ITEPA	Income Tax (Earnings and Pensions) Act 2003
Off-Payroll Working Rules	means the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect)
Status Determination	means a status determination pursuant to, and for the purposes of, the Off-Payroll Working Rules
Tax	means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all

	related penalties and interest
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Special Term 15: **Key Subcontractors**

The following wording shall be included as a new **Paragraph 1.4.6** of DPS Joint Schedule 6 (Key Subcontractors):

“1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:

1.4.6 The Dun & Bradstreet Failure Rating score of the Key Subcontractor.”

Special Term 16: **Security**

The following wording shall be included as a new **Part C** of DPS Order Schedule 9 (Security):

Part C: Commodity Service Security Requirements

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

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

“Security Management Plan” means the Supplier’s security management plan prepared pursuant to paragraph 2.

- 1. The Supplier will ensure that any Supplier system which holds any protectively marked Government Data will comply with the principles in the Security Policy Framework at:*

- <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>*

- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
 - government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
 - the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
2. If requested to do so by the Buyer, before entering into this Contract the Supplier will, within 15 Working Days of the date of this Contract, develop (and obtain the Buyer's Approval of) a Security Management Plan [and an Information Security Management System]. After Buyer Approval the Security Management Plan [and Information Security Management System] will apply during the Term of this Contract. The/Both plan[s] will protect all aspects and processes associated with the delivery of the Services.
 3. The Supplier will immediately notify the Buyer of any breach of security of the Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer Confidential Information however it may be recorded.
 4. Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

Special Term 17: **Statements of Work and the Commissioning Process**

During the Contract Period, the Buyer and the Supplier may agree and execute individual Statements of Work ("**SOW**"). Once signed by the Parties, the Statements of Work shall be incorporated into and will form part of this Order Contract.

Future phases of work will be called off using the Commissioning Process outlined at Appendix 2 to this Order Form.

The Buyer is not obliged to request any SOWs. In the event that the Buyer does raise a request for a SOW, the Supplier is required to respond in accordance with the terms and conditions of this Order Contract.

ORDER START DATE: 20/05/2024

ORDER EXPIRY DATE: 19/05/2028

ORDER INITIAL PERIOD: 36 months until 19/05/2027

ORDER OPTIONAL EXTENSION 12 Months

DELIVERABLES

Option B: See details in Order Schedule 20 (Order Specification)

To be agreed at individual Statement of Work/project level, however the future Services and Deliverables will be aligned to Order Schedule 20 (Order Specification). The Parties acknowledge that these requirements are not fully defined at the point of awarding this Order Form and will be developed over the Contract Period as several projects ("**Future Services**"). Future Services will be called off using the Commissioning Process outlined at Appendix 2 to this Order Form.

The Buyer is not obliged to request any Future Services. In the event that the

Buyer does raise a request for Future Services, the Supplier is required to respond in accordance with the Commissioning Process outlined in Appendix 2 to this Order Form.

"Statement of Work" means the detailed plan, agreed in accordance with Appendix 2 of this Order Form, describing the Services and/ or Deliverables to be provided by the Supplier, the timetable for their performance and the related matters listed in the template Statement of Work set out in Appendix 1 of the Order Form.

SECURITY

Part A (Short Form Security Requirements) of Call-Off Schedule 9 (Security) apply

and

Security of Supplier Staff

1. Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work as detailed in the HMG Baseline Personnel Security Standard (<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>), as may be amended or replaced by the Government from time to time.
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.
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.
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.
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.

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms as amended by Special Term 6.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£5M excluding VAT**.

ORDER CHARGES

Capped Time and Materials	X
Fixed Price	X

REIMBURSABLE EXPENSES

Expenses are recoverable as stated in the Order Contract in line with NHS England Policy for outcome based supply contracts (See Order Schedule 5)	X
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PAYMENT TERMS

Monthly in arrears as per Statement of Work

PAYMENT METHOD

Payment to be made via BACS following the receipt of a correct and undisputed invoice. Refer to "Buyer's Invoice Address" for instructions regarding invoicing.

BUYER'S INVOICE ADDRESS

Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, Leeds, LS11 1HP and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'X24 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

Any queries regarding outstanding payments should be directed to NHS England's Accounts Payable section by email at financialaccounts@nhs.net

BUYER'S AUTHORISED REPRESENTATIVE

Name	[REDACTED]
Role	[REDACTED]
Email address	[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

NHS England Social Value Charter available online at: [NHS England Social value charter - NHS England](#)

&

NHS England's [Sustainable development management plan: summary report - NHS England](#)

BUYER'S SECURITY POLICY

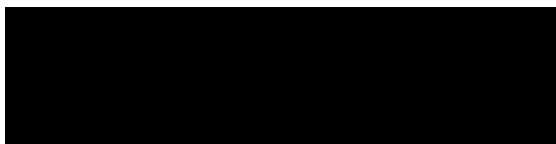
Appended at Order Schedule 9

BUYER'S MANDATORY POLICIES

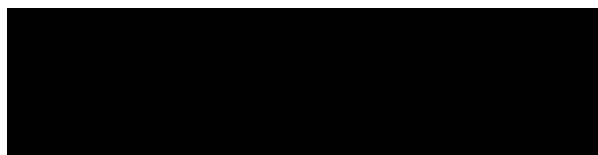
See Appendix 2 of this Order Form

BESPOKE ISMS REQUIRED

No

SUPPLIER'S AUTHORISED REPRESENTATIVE

Level 2, Equitable House, 47 King William Street, London. EC4R 9AF

SUPPLIER'S CONTRACT MANAGER

Level 2, Equitable House, 47 King William Street, London. EC4R 9AF

PROGRESS REPORT FREQUENCY

Monthly as determined by the Buyer

PROGRESS MEETING FREQUENCY

Quarterly strategic meetings

KEY STAFF

As set out in this Order Contract and each Statement of Work

KEY SUBCONTRACTOR(S)

Qualitest India Private Limited (U72900KA2008PTC047411)	12th Floor, B-wing, M2 block, Manyata Embassy Business Park, Outer Ring Road, Nagawara, Bangalore 560045
Qualitest DC Ro S.R.L (registered number: 39814543)	Gara Herastrau 6, floor 14 Bucharest, Romania 020334

COMMERCIALLY SENSITIVE INFORMATION

Refer to **DPS Joint Schedule 4** Supplier’s Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

The Supplier must have a Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

SOCIAL VALUE COMMITMENT

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

DATA PROTECTION

Data Protection Impact Assessment (“DPIA”) Delivery and Assistance

Without limitation to the obligations as set out in Joint Schedule 11 (Processing Data), where expressly agreed in the individual Statement of Work(s), the Supplier shall, at its own cost, participate and provide full co-operation for the completion of any DPIA conducted by the Buyer relating to the Services and any related Deliverables, such participation and co-operation shall include updating the DPIA following each material change of the Services and Deliverables and following any Variation agreed in writing between the Parties.

Status of the Controller

The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under each Statement of Work, which will be agreed via the Commissioning Process. This will dictate the status of each Party under the DPA 2018. A Party may act as:

- (a) "Controller" in respect of the other Party who is "Processor";
- (b) "Processor" in respect of the other Party who is "Controller";
- (c) "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

Protection of Personal Data

As of the Order Start Date, it is accepted there is no Processing of Personal Data involved under this Order Contract and that the data table within Joint Schedule 11 (Processing Data) is not final. There is an expectation that the Parties will assess the data processing arrangement when the subsequent requirements and the Commissioning Process are finalised. It is agreed that each Party shall be responsible for ensuring compliance with the Data Protection Legislation, in relation to its Processing of any Personal Data under this Order Contract. Should the Data Processing position change, the Parties acknowledge that the only Personal Data which may be shared under this Order Contract will be set out in the data processing table in each individual Statement of Work (where applicable), in the form provided at Annex 1, below. Further, Joint Schedule 11 (Processing Data) must also be complied with by the Parties as a term of this Order Contract.

The Supplier shall comply with any further written instructions with respect to Processing by the Buyer. Any such further instructions shall be incorporated into the data table below.

The details of any Personal Data which may be shared under this Order Contract will be set out in a table in the Statement of Work in the form of Annex 1 below.

Annex 1 (Processing of Personal Data):

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

Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• [Insert] <i>the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Buyer]</i> <p>The Supplier is Controller and the Buyer is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none">• [Insert] <i>the scope of Personal Data which the purposes and means of the Processing by the Buyer is determined by the Supplier]</i> <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">• [Insert] <i>the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i>

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

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	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>
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STATEMENTS OF WORK

During the Order Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Order Contract to which this Order Form relates. The Buyer and Supplier shall complete and execute Statements of Work in the form of the template Statement of Work in Appendix 1 to this Order Form.

Upon agreement by the Buyer and the Supplier, each agreed Statement of Work is deemed incorporated into this Order Contract as a supplementary Statement of Work.

Each Statement of Work must have a unique identifying reference.

FORMATION OF ORDER CONTRACT

By signing and returning this Order Form the Supplier agrees to enter an Order Contract with the Buyer to provide the Services in accordance with the Order Form and the Core Terms.
The Parties hereby acknowledge and agree that they have read the Order Form and the Core Terms and by signing below agree to be bound by this Order Contract.

For and on behalf of the Supplier:

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: [Redacted]

Date Signed: [Redacted]

For and on behalf of the Buyer:

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: [Redacted]

Date Signed: [Redacted]

Appendix 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW:	
SOW Title:	
SOW Reference:	
Call-Off Contract Reference:	C247714 V-[REDACTED]
Buyer:	NHS England
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer):	[Insert name of NHS England lead for this SOW.]
Key Personnel (Supplier):	[Insert name of Supplier lead for this SOW.]
Are Subcontractors being used as part of the Delivery?	Yes/No <i>[If Yes, state who is being used and their role in the Delivery of this SOW]</i>
Will personal data be shared in the completion of this SOW?	Yes/No <i>[If Yes, where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this SOW, the Parties shall complete and comply with the revised Annex 1 attached to this SOW.]</i> <i>[If No, no further action is required.]</i>

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:	[Insert details of which elements of the Deliverables this SOW will address]
Delivery phase(s):	[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]
Overview of Requirement:	[Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Security Applicable to SOW:	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with the Buyer's Security Policies as set out in Schedule 6 (Order Form Template and Order Schedules).</p> <p>[If different security requirements than those set out in Schedule 6 (Order Form Template and Order Schedules) apply under this SOW, these shall be detailed below and apply only to this SOW:</p> <p>[Insert if necessary]</p>
Cyber Essentials Scheme:	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW.
SOW Standards:	[Insert any specific Standards applicable to this SOW]
Additional Requirements:	

Performance Management:

KPIs	KPI Description	Target	Measured by

4 Supplier Delivery and Resource Plan

Delivery Plan:
Dependencies on Buyer:

The work will be conducted remotely in line with government guidelines for operating during the Covid-19 pandemic. Travel to any NHSD locations will be confirmed by the NHSD and Supplier leads in advance.

Resource Plan:

Role Ref.	Role Title	Name	No. of Days	Rate	Fee	Employment / Engagement Route (inc. inside/outside IR35)
Total						

N.B. The resources shown in the table above will be provided by the Supplier for the duration of the project. If for any reason it is necessary to change the composition of the team, the Supplier will advise the Buyer as soon as possible and endeavour to offer a replacement member with suitable skills and experience.

IR35 Status Determination Statement	[Inside/Outside] IR35
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5. Data Protection:

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

6. SOW Reporting Requirements:

Further to the Supplier providing the management information detailed in Order Schedule 15 (Order Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Deliverable does this requirement apply to?	Required regularity of Submission
1.	[insert]	[insert]	[insert]
2.	[insert]	[insert]	[insert]

7. Charges

Call Off Contract Charges:	
The applicable charging method(s) for this SOW is:	
Capped time and materials (CTM)	<input type="checkbox"/>
Fixed price	<input type="checkbox"/>
A combination of the above charging methods	<input type="checkbox"/> (specify below)
<input type="text" value="[specify]"/>	
The estimated maximum value of this SOW (irrespective of the selected charging method) is:	£ <input type="text" value="[Insert value]"/>
Rate Cards Applicable:	Order Schedule 5 (Pricing Details).
Reimbursable Expenses:	Expenses are recoverable, by agreement, as stated in Schedule 6 (Order Form Template and Order Schedules) in line with NHS England Policy for outcome based supply contracts.
Reimbursable Expenses are capped at:	<input type="text" value="[Generally none, in which case state '£0', however when agreed by NHS England state a monetary cap.]"/>

8. Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Signature:

For and on behalf of the Buyer

Signature:

Annex 1

Data Processing

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

For the avoidance of doubt, access to personal data is not expected to be generally necessary for the scope of the Services outlined in the Statement of Requirements and the Order Form, and the Supplier Personnel shall not generally have access to any personal data of NHS

England. However, it is recognised that on occasion it may become necessary for NHS England to require services associated, where the Supplier will be given access to personal data. Where any such service request gives access to personal data, the Supplier shall access such data as processor to NHS England, and the following table shall apply (as updated where necessary in the agreed Statements of Work).

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p>

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

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

Appendix 2 (Buyer Mandatory Policies)

As supplied as part of the tender documents the following Policies apply, as maybe amended from time to time:

NHSE – Acceptable Use of ICT and User Obligations

NHSE – Business Travel and Expenses Policy

NHSE – Information Security Policy

NHSE – IT Access Control Policy

NHSE - Offshoring

Order 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-0117https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principlesupdate-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 DPS Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

N/A at this time.

Order Schedule 2 (Staff Transfer)



DPS Order Schedule
2 - Staff Transfer v1.0.

Order Schedule 5 (Pricing Details)

Your Details					
Supplier Name:	Qualitest Group				
			All pricing should be exclusive of VAT		
Role Reference	Role Title	SFIA indicator	Civil Service indicator	UK Day rate (£)	Off-shore Day rate (£)
H1	Head of QAT Delivery	6/7	G6/SCS		
H2	Head of Performance Test Engineering	6/7	G6/SCS		
H3	Head of QA Engineering	6/7	G6/SCS		
H4	Head of QA Analysis	6/7	G6/SCS		
H5	Head of Security Test Engineering	6/7	G6/SCS		
L1	Lead QAT Delivery Owner	5/6	G7/G6		
L2	Lead Performance Test Engineer	5/6	G7/G6		
L3	Lead QA Engineer	5/6	G7/G6		
L4	Lead QA Analyst	5/6	G7/G6		
L5	Lead Security Test Engineer	5/6	G7/G6		
S1	Senior QAT Delivery Owner	4/5	SEO/G7		
S2	Senior Performance Test Engineer	4/5	SEO/G7		
S3	Senior QA Engineer	4/5	SEO/G7		
S4	Senior QA Analyst	4/5	SEO/G7		
S5	Senior Security Test Engineer	4/5	SEO/G7		
T1	QAT Delivery Owner	3/4	HEO/SEO		
T2	Performance Test Engineer	3/4	HEO/SEO		
T3	QA Engineer	2/3/4	EO/HEO/SEO		
T4	QA Analyst	2/3/4	EO/HEO/SEO		
T5	Security Test Engineer	3/4	HEO/SEO		
T6	Tester	2/3	EO/HEO		
Q1	Technology Resilience QA specialist	5/6	G7/G6		
Q2	Technology Risk QA specialist	4/5/6	SEO/G7/G6		
Q3	Technology QA specialist	4/5/6	SEO/G7/G6		

Your Details					
Supplier Name:	Qualitest Group	Location of Nearshore Resource:	Romania		
All pricing should be based on Offshore, exclusive of VAT					
Role Reference	Role Title	SFIA indicator	Civil Service indicator	Day rate (£)	
H1	Head of QAT Delivery	6/7	G6/SCS		
H2	Head of Performance Test Engineeri	6/7	G6/SCS		
H3	Head of QA Engineering	6/7	G6/SCS		
H4	Head of QA Analysis	6/7	G6/SCS		
H5	Head of Security Test Engineering	6/7	G6/SCS		
L1	Lead QAT Delivery Owner	5/6	G7/G6		
L2	Lead Performance Test Engineer	5/6	G7/G6		
L3	Lead QA Engineer	5/6	G7/G6		
L4	Lead QA Analyst	5/6	G7/G6		
L5	Lead Security Test Engineer	5/6	G7/G6		
S1	Senior QAT Delivery Owner	4/5	SEO/G7		
S2	Senior Performance Test Engineer	4/5	SEO/G7		
S3	Senior QA Engineer	4/5	SEO/G7		
S4	Senior QA Analyst	4/5	SEO/G7		
S5	Senior Security Test Engineer	4/5	SEO/G7		
T1	QAT Delivery Owner	3/4	HEO/SEO		
T2	Performance Test Engineer	3/4	HEO/SEO		
T3	QA Engineer	2/3/4	EO/HEO/SEO		
T4	QA Analyst	2/3/4	EO/HEO/SEO		
T5	Security Test Engineer	3/4	HEO/SEO		
T6	Tester	2/3	EO/HEO		
Q1	Technology Resilience QA specialist	5/6	G7/G6		
Q2	Technology Risk QA specialist	4/5/6	SEO/G7/G6		
Q3	Technology QA specialist	4/5/6	SEO/G7/G6		

	Cumulative Bandings Discount applied to all fees where invoices over the Term of the Call-Off Contract are in the following ranges		Discount (to be expressed as a percentage against invoiced amounts)
	FROM	TO	Suppliers should propose incremental discounts. % Discounts must be at least equal to the previous amount for future bands
Band 1			
Band 2			
Band 3			
Band 4			
Band 5			
Band 6			
Band 7			
Band 8			
Band 9			
Band 10			
Band 11			
Band 12			
Band 13			
Band 14			
Band 15			
Band 16			
Band 17			
Band 18			
Band 19			
Band 20			

NHS ENGLAND EXPENSES POLICY – FOR OUTCOME BASED SUPPLY CONTRACTS

The Supplier must adhere to the overarching principles, as set out below.

- **Travel should be for essential business reasons only.** Suppliers shall work to minimise the costs of travel.
- **Travel should consider environmental impact.** The Buyer has a responsibility to meet obligations to reduce carbon emissions and business travel itself and in its supply chain under the Greening Government Commitment Policy, and therefore does not encourage unnecessary travel. In order to reduce the environmental impact of travel, every attempt should be made to identify options to eliminate the need to travel, for example using new technologies to communicate. Regular travel should always be challenged as part of good practice;
- The **lowest cost option** for travelling should be the default. Suppliers are encouraged to use public transport wherever possible. Suppliers are also expected to use the most economical means of public transport on every occasion, including travelling outside of peak times where practical. The

purchase of advance tickets is expected in all but exceptional cases;

- **First class** travel is **not permitted and will not be reimbursed**, regardless as to whether the cost of such is lower than alternative options, except when an individual has a disability as set out in the Business Travel and Expenses Procedure;
 - All travel bookings and expense claims for reimbursement must have **clear business justification**.
 - Suppliers shall claim compensation (for late or delayed travel for example), on behalf of the Buyer.
 - The Buyer will only reimburse expenses which are **in excess of the normal commuting and day to day costs** of the individual. Whilst journeys may begin from home, Suppliers will be required to take account of the above when making claims.
1. Reporting and Audit Suppliers are required to maintain a full itemised index of expenses, and detail the named personnel, reference, and work to which is relates, and sufficient evidence to show the principles have been considered and are met in each case, and provide copies on request at any time by the Buyer. Failure to provide the same will mean the expenses may not be recoverable. Suppliers shall maintain such records for review by the Buyer (and its auditors, HMRC, DHSC and any other central government entity) for the duration of the Call-Off Contract and for a period of 6 years from expiry or termination of the same.
 2. Limitations and Exclusions Any reimbursement of expenses is subject to the following exclusions and limits:
 - 2.1. No expenses shall be chargeable for any Deliverables provided on a Fixed Price basis.
 - 2.2. Expenses shall only be chargeable for Deliverables charged on a Capped Time and Materials basis where the Call-Off Contract explicitly specifies both:
 - 2.2.1. that expenses are chargeable; and
 - 2.2.2. the total maximum capped amount for the expenses under the Call Off-Contract.
 - 2.3. If expenses are chargeable, they will only be chargeable up to the stated capped amount. If no capped amount is stated in the Call-Off Contract, then the capped amount shall be interpreted as zero and no expenses shall apply.
 - 2.4. Any claim for reimbursement of expenses must be submitted no later than monthly in arrears.
 - 2.5. No expenses shall be reimbursed for Suppliers working from their normal place of business (in any location) or their home.
 - 2.6. Suppliers shall be required to provide evidence of all expenses incurred on the submission of any invoice for the same. Any claims for expenses must be submitted with evidence (copies of VAT receipts).

3. Unless otherwise explicitly agreed under such Call-Off Contract as a variation of the application of this policy, there is no reimbursement of expenses for travel to any of the Buyer's main offices.
4. Subject to the above, only the following categories of expenses would be reimbursable. Where expenses are chargeable, such expense claims must also meet the following criteria:

Expenditure Type	Key Points
TRAVEL	
Car Parking	The Buyer will reimburse necessary and reasonable parking costs only.
Mileage	<p><u>There are no mileage expenses payable for delivery of services from the Buyer's main offices, and Supplier's main sites, as listed for delivery of the services.</u></p> <p>If the Supplier travels to another place, other than their identified place of work, in order to perform their duties and go there straight from their home or return direct to their home after such a visit, the claim for mileage costs, should be for the lesser of:</p> <ol style="list-style-type: none"> a) the mileage expenses actually travelled, and b) the expenses, which would have been incurred if the journey had started and finished at the normal place of work. <p>If the personal circumstances and location of a particular individual lead to claims becoming excessive, the Buyer reserves the right to review and amend such claims as appropriate.</p> <p>The mileage reimbursement rate is [REDACTED] per mile unless agreed otherwise in advance between the Supplier and the Buyer.</p>
Taxis Tolls & Congestion Charges	<p>Taxi - used where own/company car use is impractical or hire car is not available.</p> <p>Unavoidable road tolls and congestion charges. For example, Severn Bridge Toll, London Congestion Charge</p>

Expenditure Type	Key Points
Travel (Public Transport)	<p><u>Flights will not be reimbursed at any time unless specifically agreed in writing advance with the Buyer.</u></p> <p>Trains or buses used in the course of business travel. Rail travel shall be considered when:</p> <ul style="list-style-type: none"> - Train fare is less expensive than car travel - Door-to-door transit time is improved, or comparable to car travel - Driving presents an inconvenience or business risk (i.e. traffic) <p>All rail travel, including travel by Eurostar, must be economy or standard class (unless agreed otherwise in advance in writing by the Buyer).</p> <p><u>First class train fare will not be reimbursed.</u></p> <p>In order to reduce costs, where possible, rail bookings should be made more than seven (7) days in advance.</p> <p>The lowest available rail fare offered should be accepted and advantage taken of any restricted fares offered where possible.</p>
ACCOMMODATION	
Hotels	<p>Hotel rates are limited by the Buyer to [REDACTED] including breakfast, per day, outside of London and [REDACTED] including breakfast, per day, within the M25.</p> <p>If an individual cannot find a hotel within these rates then the identified rate will be used as a cap on the actual invoice value and any amount above this will not be charged to the Buyer.</p>
MEALS & SUBSISTENCE	
Meals	<p>Cost of meals will only be reimbursed if overnight solely on the Buyer business, or where pre-6am morning / post 9pm late evening travel is required (see Qualifying Trips below).</p> <p>[REDACTED]</p> <p>On qualifying dates, the Buyer will reimburse for breakfast, lunch and/or dinner up to the total daily limit.</p> <p>Qualifying Trips</p> <p>Meals may be reimbursed only when Suppliers:</p> <ul style="list-style-type: none"> - are required to stay away from home overnight whilst solely on the Buyer business, or - are working away from their main office base for a single day, and either leave home before 06:00 or return home after 21:00.

Expenditure Type	Key Points
OTHER BILLABLE EXPENSES	
Personal Overnight Incidental Expenses “Daily Allowance”	<p><u>No Personal Overnight Incidental Expenses will apply where the individual is providing services for one day only and/or not staying overnight.</u></p> <p>The Buyer will reimburse personal incidental expenses incurred as a result of an <u>overnight</u> stay away from home, where such expenses are incurred directly as a result of business travel for the Buyer service only.</p> <p>Claims are subject to daily limits set by HM Revenue and Customs (currently up to [REDACTED] per day for overnight stays within the UK).</p> <p>The following items may be reimbursed where reasonable:</p> <ul style="list-style-type: none"> - drinks other than with meals (but not alcohol). - laundry services (only for stays away from home of 5 consecutive nights or more) where work is performed solely for the Buyer. <p>The Buyer will not reimburse for:</p> <ul style="list-style-type: none"> - personal calls - incidental food and beverage items (e.g. snacks, coffees) taken during the day (other than as Meals) - newspapers, magazines - in-room movies - personal travel items (such as luggage or clothing) - toiletries - stationery
Hotel Internet Calls	Itemised on the hotel bill for internet access and strictly Buyer business use only. Such use for Buyer business must be proven. This may only be reimbursed up to a cap of [REDACTED]
NON BILLABLE ITEMS For the avoidance of doubt, the following items are not chargeable.	
Mobiles	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.
VISAs, Permission to work permits, etc.	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.
Security Accreditation	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.
Office space, facilities	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.

Expenditure Type	Key Points
Costs of relocation of any kind from other jurisdictions	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.
Laptops for Suppliers	These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. Please note Suppliers are responsible for the additional incremental costs of any security software required to access the Buyer's network.

Order Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Order Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Order Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Defect"	any of the following: <ul style="list-style-type: none">a) any error, damage or defect in the manufacturing of a Deliverable; orb) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; orc) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Order Contract; ord) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the

	performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Order Contract;
"ICT Environment"	the Buyer System and the Supplier System;
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Order Contract, including any COTS Software;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	<p>means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none">a) the Deliverables are (or are to be) provided; orb) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; orc) where any part of the Supplier System is situated;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;

"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Order Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software, COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 8.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

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

3. Buyer due diligence requirements

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

- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 3.1.2. operating processes and procedures and the working methods of the Buyer;
 - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Deliverables;
 - 3.2.2. the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3. a timetable for and the costs of those actions.

4. Software warranty

- 4.1. The Supplier represents and warrants that:
- 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any SubContractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Order Contract including the receipt of the Deliverables by the Buyer;
 - 4.1.2. all components of the Specially Written Software shall:
 - 4.1.2.1. be free from material design and programming errors;
 - 4.1.2.2. perform in all material respects in accordance with the relevant specifications and Documentation; and
 - 4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

- 5.1. The Supplier shall:
- 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with any interface requirements of the Buyer specified in this Order Contract and (except in relation to

new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Order Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Supplier shall, where specified by the Buyer as part of their Order Procedure, and in accordance with agreed timescales, develop quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Order Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Order Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

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

- 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
- 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

8. Intellectual Property Rights in ICT

8.1. Assignments granted by the Supplier: Specially Written Software

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

- 8.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
- 8.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

8.1.2. The Supplier shall:

- 8.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
- 8.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
- 8.1.2.3. without prejudice to paragraph 8.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a

perpetual, irrevocable, non-exclusive, assignable, royaltyfree licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

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

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

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

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

8.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Order Contract Period and after expiry of the Order Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

8.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 8.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

- 8.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 8.2.3.2. only use such third party IPR as referred to at paragraph 8.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

8.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 8.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

8.2.5. The Supplier may terminate a licence granted under paragraph 8.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

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

8.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

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

8.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 8.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

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

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

8.3.4.2. will no longer be made commercially available.

8.4. Buyer's right to assign/novate licences

8.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 8.2 (to:

8.4.1.1. a Central Government Body; or

8.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities

that previously had been performed and/or carried on by the Buyer.

- 8.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 8.2.

8.5. Licence granted by the Buyer

- 8.5.1. The Buyer grants to the Supplier a licence to use the Specially Written Software i) during the Order Contract Period for the purpose of fulfilling its obligations under the Order Contract, and ii) after the Contract period on the terms set out in the Open Government Licence.
- 8.5.2. The Buyer grants to the Supplier a royalty-free, non-exclusive, nontransferable licence during the Contract Period to use the Buyer Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sublicences to Sub-Contractors provided that any relevant SubContractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

8.6. Open Source Publication

- 8.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 8.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
- 8.6.1.1. suitable for publication by the Buyer as Open Source; and
 - 8.6.1.2. based on Open Standards (where applicable), and the Buyer may, at its sole discretion, publish the same as Open Source.
- 8.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:
- 8.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;
 - 8.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

- 8.6.2.3. do not contain any material which would bring the Buyer into disrepute;
 - 8.6.2.4. can be published as Open Source without breaching the rights of any third party;
 - 8.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
 - 8.6.2.6. do not contain any Malicious Software.
- 8.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
- 8.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
 - 8.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9. Supplier-Furnished Terms

9.1. Software Licence Terms

- 9.1.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 8.2.3 are detailed in Annex A of this Order Schedule 6.
- 9.1.1.2. Terms for licensing of COTS software in accordance with Paragraph 8.3 are detailed in Annex B of this Order Schedule 6.

Annex A Non-COTS Third Party Software Licensing Terms

Not used

Annex B COTS Licensing Terms

UK Software Licence Agreement

This UK Software Licence Agreement (this "Agreement") is dated [REDACTED], and is made by and between [REDACTED], a limited liability company incorporated in England and Wales with registered office at 1 Appold Street, London, EC2A 2UT (company number 4394772) ("Qualitest"), and [REDACTED], a [limited liability company incorporated in England and Wales] with a registered office at [] (company number []) ("Customer") in connection with professional services to be rendered by Qualitest pursuant to a master services agreement or terms and conditions (the "Agreement").

1. LICENCE GRANT AND OWNERSHIP

1.1 Qualitest hereby grants to Customer a worldwide, annual, revocable non-exclusive, non-transferable licence (the "Licence") to [REDACTED] and [REDACTED] (the "Programs") for Customer's use in connection with the establishment, use, maintenance and modification of the system implemented by Qualitest pursuant to the Agreement for the Licence Term (as defined below). The Licence is subject to the terms of this Agreement, including payment of the Licence Fee (as defined below), and limited to the scope as described in the Agreement or any applicable SOW or other contract signed in connection herewith.

1.2 "Software" means the executable object code of the Programs and the patches, scripts, modifications, enhancements, designs, concepts or other materials that are necessary for the proper function and operation of the Programs as delivered by Qualitest.

1.3 Except as explicitly provided herein, Customer shall have no rights, including ownership rights, to any intellectual property rights in the Software. Any and all licences, product warranties or service contracts provided by third parties ("Third Party Components") in connection with any software, hardware or other services provided in the Software are delivered to Customer for the sole benefit of Customer and shall be subject to the terms of the third party licence (if any).

1.4 Unless otherwise expressly agreed in writing, Customer shall not be entitled to receive updates or upgrades to the Software.

2. COPIES, MODIFICATION AND USE

2.1 Customer may make one copy of the Software for archival purposes and as required for modifications to the system. All copies and distribution of the Software shall remain within the direct control of Customer.

2.2 Customer may not make any modifications to the source code version of the Software. Customer shall not decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software, remove or modify any copyright or similar notices, or attempt to circumvent or interfere with any security features of the Software. In no way does this Licence confer any right in Customer to license, sublicense, sell or otherwise authorise the use of the Software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the system as part of Customer's internal business. Customer shall: (i) be liable for the acts and omissions of the third party as if they were its own; and (ii) ensure that the third party is aware of, and complies with, the obligations and restrictions imposed on Customer under this Agreement, including all obligations and restrictions relating to recordkeeping, audits and installation or use of the Software and Qualitest's Confidential Information (as defined below).

2.4 Customer shall notify Qualitest in writing as soon as it becomes aware of any actual or suspected unauthorised installation or use of the Software (including any installation or use in excess of the Licence restrictions).

2.5 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the Software made by any party other than Qualitest.

3. WARRANTIES AND REPRESENTATIONS

3.1 Qualitest represents and warrants to Customer that: (i) it has all necessary rights and authority to execute and deliver this Licence, perform its obligations hereunder and to grant the rights granted under this Licence to Customer; (ii) it has all rights and licences to provide the Third Party Components in connection with the Software and Services; and (iii) the Software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.

- 3.2 Qualitest further represents and warrants that, throughout the System Warranty Period (as defined below), the executable object code of Software and the system will perform substantially in accordance with the system specifications and this Agreement. If the Software fails to perform as specified and accepted all remedies are as provided in this Agreement. The System Warranty Period means the 60-day period from the date Qualitest first makes available the Software for download or delivery. No warranty of any type or nature is provided for the source code version of the software which is delivered "As Is".
- 3.3 Except as expressly stated in this Agreement, and to the extent permitted by law, Qualitest makes no warranties, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose or merchantability, or any warranty of no infringement of third party intellectual property rights.

4. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 4.1 Qualitest shall indemnify Customer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damage, loss, cost and expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that the Software as provided by Qualitest hereunder infringes or otherwise violates the rights of any third party. If the Software as provided by Qualitest infringes a third party's rights, Qualitest shall at its expense and option, (i) use reasonable efforts to obtain for Customer the right to continue to use the Software, (ii) replace or modify the Software with functionally and substantially equivalent software or (iii) refund Customer the fee paid for the Licence.
- 4.2 Customer shall indemnify Qualitest, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damage, loss, cost and expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with (i) any third party claims that Customer's use of the Software in contravention of this Licence infringes or otherwise violates any rights of the third party, and (ii) Customer's breach of this Agreement.
- 4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of the claim and give the indemnitor reasonable opportunity to defend and settle the claim at its own expense with counsel of its own selection. The indemnitee shall cooperate with the indemnitor at the indemnitor's expense, shall at all times have the right to fully participate in such a defense at its own expense and shall not be obligated, without its written consent, to participate in any settlement which it reasonably believes would have a material adverse effect on its business.
- 4.4 Neither Party limits its liability for: (i) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable); (ii) fraud or fraudulent misrepresentation by it or its employees; (iii) the indemnities under clauses 4.1 and 4.2; or (iv) breach of any obligation as to title implied by Section 12 of the Sale of Goods Act 1979, or Section 2 of the Supply of Goods and Services Act 1982, as amended.
- 4.5 Subject to Clause 4.4, neither Party will be liable to the other Party under the Agreement:
- (i) for any indirect, special or consequential loss or damage; or
 - (ii) for any (a) loss of profits (save to the extent any of the Licence Fees include a profit element); (b) loss of anticipated savings; (c) wasted expenditure; (d) loss of turnover; (e) loss of business opportunities; or (f) damage to goodwill or loss of reputation, in each case whether direct or indirect.
- 4.6 Each Party shall use its best endeavours to mitigate its Losses. "Losses" means all liabilities, penalties, awards, damages, interest, settlement amounts, reasonable costs and expenses, and other losses incurred.

5. TERM AND TERMINATION

- 5.1 The term of the Licence shall begin on the commencement date stated in the Order Form and continue until _____, at which point unless otherwise agreed, the Licence shall terminate (the "Licence Term"). Unless otherwise noted on an Order Form, this Licence will automatically terminate upon the disassembly of the system cited above, unless the system is reassembled in its original configuration in another location.
- 5.2 Qualitest may terminate this Licence upon notice for failure to comply with any of terms set forth herein, in the event of Customer's insolvency or if it has reason to believe that Customer will become insolvent or cease business.

5.3 Upon termination, Customer is obligated to immediately destroy the software, including all copies and modifications.

6. FEES

- 6.1 The annual licence fee (the "Licence Fee"), any related support services set forth in the Order Form, and payment terms shall be in accordance with the Order Form.
- 6.2 Any services provided by Qualitest to Customer other than as expressly provided for under this Agreement or any Order Form shall be charged to Customer at Qualitest's standard charges for the services in force from time to time.
- 6.3 Qualitest shall have the right to charge interest on overdue invoices at the rate of four percent (4%) per year above the base rate of the Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

7. MISCELLANEOUS

- 7.1 Customer shall maintain accurate and complete records of its, and its sublicensees, installation and usage of the Software including the number of copies (including backup copies); the number of users; and the installation sites and equipment on which it is installed. Customer shall allow Qualitest (and its authorised representatives) access to its premises and those of its sub-licensees to inspect the equipment on which the Software is installed or on which Qualitest reasonably believes the Software might be installed, and to audit (and take copies of) the relevant records of Customer and the sub-licensees, to the extent necessary to verify that the installation and use of the Software is in accordance with this Agreement. The audit and inspection may be undertaken by way of remote access or by way of physical attendance at any relevant premises.
- 7.2 Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after posting if sent by prepaid second class post to the address set forth below, or one (1) day after such notice is sent by courier. Electronic signatures (or copies of signatures sent via electronic means) are equivalent of written and signed documents.

If to Qualitest:

With a copy to:

Qualitest Group UK Limited
1 Appold Street,
London, EC2A 2UT
Attn: VP of Finance

If to Customer:

With a copy to:

7.3 This Agreement shall be governed by English law. All remedies set forth in this Agreement are in addition to, and not in lieu of, all remedies available to either party at law or in equity. The Parties irrevocably submit to the exclusive jurisdiction of the English courts.

7.4 Neither party may assign or transfer its rights and obligations under this Agreement without the prior written consent of the other party (which shall not be unreasonably withheld or delayed), and any purported assignment or transfer without such consent shall be void. This approval requirement shall not apply in connection with a merger, acquisition or reorganisation. Notwithstanding the foregoing, the Licence is nontransferable. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' successors in interest and permitted assignees.

7.5 This Agreement, together with the applicable Order Form, constitutes the parties' entire agreement with respect to its subject matter and supersedes all previous written or oral agreements, warranties, representations between them, relating to its subject matter. Neither party shall have any remedy in respect of any innocent or negligent statement, representations, assurances or warranty. Terms and conditions set out in any invoice or other document issued by a party are all excluded except for an amendment to this Agreement signed by both parties. No invoice or purchase order issued by a party may modify this Agreement.

7.6 If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.

7.7 Customer shall maintain the confidentiality of Qualitest's Confidential Information and shall not without the prior written consent of the Qualitest, disclose, copy or modify the Confidential Information (or permit others to do so) other than as necessary for the exercise of its rights and performance of its obligations under this Agreement. Customer shall (i) disclose Qualitest's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, disclosure is necessary for the purposes contemplated hereunder, and (ii) ensure that those persons are made aware of and agree in writing to observe the obligations set forth herein. Confidential Information means all information (whether in oral, written or electronic form) relating to Qualitest's business which may reasonably be considered to be confidential in nature including information relating to Qualitest's technology, know-how, intellectual property rights, assets, finances, strategy, products and customers, and information derived from the Confidential Information. All information relating to the Software, the user manual, the description and any other technical or operational specifications or data relating to the Software are Qualitest's Confidential Information. Customer shall give immediate notice to Qualitest of any unauthorised misuse, disclosure, theft or loss of Qualitest's Confidential Information. These obligations shall survive the termination or expiration of this Agreement and do not apply to any Confidential Information which:

(i) comes into the public domain otherwise than due to a breach of the Customer's obligations hereunder;

(ii) was in the Customer's possession free of restriction at the time this Agreement was entered into; or

(iii) comes into the possession of the Customer without involving any breach of obligation to Qualitest under this Agreement.

7.8 The delay or failure by Qualitest to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver its right thereafter to enforce those rights, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. Any waiver granted hereunder must be in writing, signed by the parties and shall be valid only in the specific instance in which given.

7.9 Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to herein).

7.10 A person who is not party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Qualitest Group UK Limited

Customer

Qualitest Signature:

Customer Signature:

Order 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 fulfill 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 one (1) 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

Key Role	Key Staff	Contact Details
Account Owner	[REDACTED]	[REDACTED]
Account Manager	[REDACTED]	[REDACTED]
Delivery Owner	[REDACTED]	[REDACTED]
Service Delivery Lead	[REDACTED]	[REDACTED]

Order Schedule 8 (Business Continuity and Disaster Recovery)

BCDR PLAN

- 1.1 At the Supplier's request, the Buyer shall provide the Supplier with a copy of its Business Continuity & Disaster Recovery ("BCDR") Plan.
- 1.2 The Supplier shall develop a BCDR Plan and ensure that it is linked and integrated with the Buyer's BCDR Plan and the Supplier shall review and amend its BCDR Plan on a regular basis and as soon as is reasonably practicable on receipt of an amended Buyer BCDR Plan from the Buyer.
- 1.3 The Supplier shall ensure that its Sub-Contractor's BCDR Plans are integrated with the Supplier's BCDR Plan.
- 1.4 If there is a Disaster, the Parties shall, where applicable, implement their respective BCDR Plans and use all reasonable endeavours to re-establish their capacity to fully perform their obligations under this Order Contract. A Disaster will only relieve a Party of its obligations to the extent it constitutes a Force Majeure Event in accordance with Clause (Circumstances Beyond Your Control).

Order 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"

the occurrence of:

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

in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan"

the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;

2. Complying with security requirements and updates to them

2.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS 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 an Order Procedure it shall also comply with the Security Policy

and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

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

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

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

3. Security Standards

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

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

- is in accordance with the Law and this Contract;
- 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 provisions of this Contract relevant to security;
- (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

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

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

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

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

4.4 Amendment of the Security Management Plan

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

- (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the Deliverables and/or associated processes;
 - where necessary in accordance with paragraph 2.2, any change to the Security Policy;
- (d) any new perceived or changed security threats; and
- (e) any reasonable change in requirements requested by the Buyer.

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

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

- (a) suggested improvements to the effectiveness of the Security Management Plan;
- (b) updates to the risk assessments; and
 - suggested improvements in measuring the effectiveness of controls.

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

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

5. Security breach

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

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

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

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- (c) prevent an equivalent breach in the future exploiting the same cause failure; and
- (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where

required by the Buyer.

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

Order Schedule 10 (Exit Management)



DPS Order Schedule
10 - Exit Management

Order Schedule 15 (Order 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 paragraph 5.1 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 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 the 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 in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

- 3.3 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Contract Risk Management

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

5. Role of the Operational Board

- 5.1 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.
- 5.2 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 Annex to this Schedule.
- 5.3 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.
- 5.4 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.
- 5.5 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.

Annex: Contract Boards

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

Meeting	Frequency	Agenda	Qualitest attendees	NHS England attendees
Operational Board	Quarterly	<ul style="list-style-type: none">Review overall contractual performanceReview project performance and feedback on meeting contract needsStrategic discussions regarding Quality Assurance, e.g. new ways of working	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED]	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED]
Account Meeting	Monthly	<ul style="list-style-type: none">Review programme financial and resourcing KPIsEscalation of issues and risks	<ul style="list-style-type: none">[REDACTED][REDACTED]	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED]
Project Meetings	Weekly	<ul style="list-style-type: none">Review project milestones, KPIs and deliverablesInitial escalation and mitigation of issues and risks	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED]	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED]

Order Schedule 20 (Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer under this Order Contract.

OVERARCHING CALL OFF CONTRACT – SERVICE REQUIREMENTS

This section outlines the general requirements for the contract which reflects the likely needs of the Authority for future Statements of Work (SoW). On this basis, the Authority will require the provision of a range of services that will focus on providing coverage across Service 1 – QAT Specialists.

NHS England require functional, non-functional and data assurance and testing capability to deliver outcomes related to the creation of centrally developed/hosted Services (including APIs) and the onboarding of system providers that wish to integrate with the new services.

NHS England anticipates that the overarching approach for technical test and assurance of the central services (e.g. Spine, CIS, eRS) and the onboarding of suppliers may necessitate capability through embedded test resource and requires that the 'Supplier' embeds (physically or virtually, depending on geographical location) functional, non-functional and data assurance capability into the internal development teams and to some degree with the onboarding system suppliers. The 'Supplier' will be expected to provide subject matter expertise in conjunction with staff from NHS England during central development as well as supplier integration development, whilst also providing independent and objective assurance of such integrations.

Outcomes/Results to be Delivered

Assurance and/or Testing of:

1. A new or uplift to a National Service or a
2. System integrating to a new or uplifted National Service.
3. Assurance of supplier technical conformance to standards and requirements.

The successful 'Supplier' shall be capable of delivering the following outcomes in achievement of the projects purpose (defined at the Statement of Work level):

- The 'Supplier' must run and/or feed into the risk assessment workshop and achieve agreement with the NHS England Programme and other internal NHSD stakeholders on the following risk attributes:
 - The unwanted effects (i.e., what may go wrong)
 - The causes of those unwanted effects (i.e., why they may go wrong)
 - The impact area of the risk
 - The impact rating of the risk
 - The likelihood of the risk occurring

- The 'Supplier' must review and agree that for the identified risks, the assurance controls and mitigations put forward by the development team/partner reduce the impact/likelihood of each risk to an acceptable level.
- The 'Supplier' must ensure that the development team/partner undergoing assurance has appropriate test requirements/ acceptance criteria that they can build and test their code against.
- The 'Supplier' must communicate the scope of the test scenarios that the development team/partner undergoing assurance will need to execute to mitigate the identified risks.
- The 'Supplier' must advise upon and facilitate the creation and access to the test data that the development team/partner require to support the tests they are executing.
- The 'Supplier' must be able to provide the required SME support to the development team/partner so that they can implement automated tests as part of their integration/regression pack, where the need for such automation emerges.
- The 'Supplier' must ensure the development team/partner undergoing assurance has access to, and the required support, to use NHS England tooling in a way consistent with the required testing.
- The 'Supplier' must ensure the development team/partner undergoing assurance has the necessary advice and guidance on the manual tests they will need to execute that best complements any automated tests – and where necessary the 'Supplier' has written (scripted) and provided manual test(s) for reuse.
- The 'Supplier' must ensure the development team/partner undergoing assurance has demonstrated that they meet the relevant acceptance criteria.
- The 'Supplier' must ensure that the automated test suite (continuous integration, or CI) is successful each time it is executed.
- The 'Supplier' must ensure the development team/partner undergoing assurance are given timely feedback on whether their tests have failed or met the acceptance criteria.
- The 'Supplier' must ensure the development team/partner undergoing assurance are sufficiently informed about the progress being made and the obligations placed upon them.
- The 'Supplier' must ensure the development team/partner has successfully completed the development ask either in full or with a clear work-off plan.
- The 'Supplier' must ensure they have generated auditable assurance evidence in a format compatible with NHS England, such that it can be leveraged for any future assurance activities with the development team/partner.
- The 'Supplier' must be able to demonstrate that they have leveraged lean/Agile delivery principles to work at pace.
- The 'Supplier' must be able to demonstrate that they have hands-on test capability to lead or support the development team/partner with specialised test areas such as non-functional (load, performance, volume, soak, capacity, spike) testing as well as accessibility and security testing as required.
- The 'Supplier' must be able to demonstrate a good understanding of the Government Digital Services (GDS) service manual.
- The 'Supplier' must be able to demonstrate the ability to work in collaboration

with other (assurance) workstreams e.g., clinical safety, commercial, legal, information governance and service management.

- The 'Supplier' must be able to demonstrate the ability to improve the assurance process after each project/sprint working in collaboration with the programme team.
- Certain work packages may require the Supplier to develop support tools e.g. re process automation. The Supplier must demonstrate this capability.

Constraints

The following constraints shall apply to the previously mentioned outcomes/results:

- Functional and Data test assurance must concentrate on the expected business functionality and the technical integration requirements.
- Non-functional assurance must concentrate on the performance of the component and whole solution under volume (volume and performance testing; stress, soak and ramp) and the resilience of the component and whole solution, should there be a failure (ready for operations testing; failover, resilience, disaster recovery and business continuity including validation of key operating procedure documents, alerts and monitoring).

Technology Requirements

The Supplier must use their own hardware however, the Buyer will ensure the software and user accounts/connections specific to the Buyer needs expressed herein are made available for use by the Supplier in fulfilment of these requirements.

All artefacts, technical and otherwise, must follow open source principles.

Essential Skills and Experience

1. Proficient use of Jira and Confluence (for work and time management)
2. Test Automation using tools such as Selenium, JUnit, JMeter, PostMan, Apache Benchmark, IOZone, DBench
3. Use of Test-Driven Development (TDD) approaches and associated tooling e.g. JUnit
4. Experience of Linux and Windows environments, and cloud infrastructure
5. Skilled in testing APIs, HTTP REST and Service Oriented Architectures
6. Capable of working with continuous integration tools within the delivery of highly distributed systems
7. Solid understanding of highly available, high performance, distributed architectures
8. Experience of designing and executing test plans
9. Understanding of health informatics & clinical safety standards and assuring supplier's conformance to them.
10. Knowledge and understanding of data protection laws and technologies

Desirable Skills and Experience

1. Previous experience consulting on matters in the healthcare sector
2. Working knowledge of health care informatics systems and the technology used, messaging and data exchange essentials such as HL7, HTTP, SOAP, XML, FHIR and JSON

3. Use of Behaviour-Driven Development (BDD) approaches and associated tooling e.g. GoDog, Ginkgo, Gherkin

Collaboration and Ways of Working

We expect the Supplier to:

1. take an agile, iterative approach, demonstrating any progress made to key stakeholders for review and updating purposes.
2. work closely and collaboratively with NHS England in-house teams, other NHS organisations and third-party delivery partners.
3. make the relevant collaboration tools available to NHS England to facilitate day-to-day collaboration and communication, should a distributed working model be preferred.
4. Contribute to development team presentations of 'done' increments of work to stakeholders as part of Sprint Reviews and run/take part in other Agile ceremonies deemed necessary to keep all stakeholders informed. This will help the team's work to be transparent to peers within NHS England, ensure adequate stakeholder representation from different directorates and programmes, and generate adequate coverage of feedback.
5. recognise that because these are agile projects, the scope of the outcomes and milestones are expressed at a high-level to avoid over specifying the requirement, and these are likely to evolve as delivery progresses, as outputs are refined and in line with external and internal factors. Changes will be discussed with the successful Supplier in the routine meetings and/or agile ceremonies.
6. understand that the Functional and Non-Functional testing (QAT) Delivery Owner are required to help set the direction for test capability in pursuit of the Buyers outcomes, whilst recognising that certain aspects will require very close collaboration with the existing Capability and Standards teams in NHS England.

Interoperability

Interoperability requires health information systems to work together within and across organisational boundaries to advance the effective delivery of healthcare for individuals and communities. It further ensures that there is interoperability between any technology developed by extension of these requirements.

To maintain cross-organisation and cross-system interoperability, the Supplier shall perform the following activities:

1. supporting service queries, requests, incident resolution;
2. other development, test, assurance, and operation activities; and
3. knowledge sharing and skillset transfer between teams (including Buyer teams and other suppliers).

Such interoperability work might also require the Supplier to work collaboratively with other Suppliers and or development teams.

Assumptions

In the interest of mitigating any ambiguities, the parties agree that the following assumptions, representations, risks and contingencies shall apply:

1. The System provider that this assurance or test ask applies will be confirmed by NHS England within 5 working days of the start-date, in order that the successful Supplier can quickly familiarise themselves with the relevant development team/partner or system provider solution.
2. Parties bound by NHS England must support agile ways of working, including attendance at daily scrums, sprint retrospectives, sprint planning and review meetings held by the existing workstreams within NHS England and Partner organisations.
3. The Supplier will put in place a QAT Delivery Owner or equivalent who will split their time between functional and non-functional assurance and set the direction for team, identify areas of focus and facilitate the delivery of the Product Backlog as it relates to a System providers' Compliance and Assurance. This person will report to the Assurance Delivery Lead.
4. NHS England staff will be available during the first week (as a minimum) of project / workstream initiation or onboarding, to ensure that the Test and assurance capability are suitably trained in all processes and to ensure that the necessary guidance is imparted.
5. NHS England staff will be available during final week (as a minimum) of the delivery effort in order that the Supplier can successfully carry out knowledge transfer activities and handover activities.
6. The NHS England Requesting Programmes shall facilitate access to Subject Matter Experts as appropriate for the Supplier to complete the work.
7. The NHS England Requesting Programmes shall facilitate access to all relevant input documents.
8. Open-Source Assets may need to be created by the Supplier to address inefficiencies related to the Assurance and Compliance process, and by extension of NHS England needs, the intellectual property rights (IPR) will belong to NHS England.
9. Where applicable the Assurance Lead will attend daily stand-ups in person or remotely subject to availability and will make themselves available to mitigate blockers beyond the Test and assurance resource's capability.
10. A relevant resource from the NHS England Requesting Programme or Live Services will be part of the engagement with system providers to support delivery of Programme needs and to ensure cohesion in message and communication.
11. Where applicable develop new Test and Assurance processes to support new or updated services.

Out of Scope

Governance activities (Release boards, Onboarding Governance Group (OGG)) related to System Provider Assurance and specialist Clinical Coding assurance are outside of the scope of NHS England's documented needs.

APPENDIX - 1 Commissioning Process

- 1 Where the Customer wishes to commission work under this Call Off Contract, it shall:
 - 1.1 Detail the requirements for each individual project including milestones and acceptance criteria ("Project Requirements") substantially in the format set out in Appendix 1 of the Order Form.
 - 1.2 The Customer's commercial team will communicate Project Requirements to the Supplier whereupon the Supplier shall have five (5) working days (or an alternative period as set out by the Customer upon communicating the Project Requirements) to respond. All commissioning requests shall be routed through the Commercial department/dedicated Commercial Leads
 - 1.3 The Supplier shall respond to the Project Requirements (the "Supplier's Solution") in the format specified by the Customer at the point of communicating the project requirements.
 - 1.4 The Supplier's Solution shall include details of how the work will be undertaken, a timeline/activity plan along with CV's and a summary of the expertise in the proposed resourcing model, it shall also include a detailed price for the delivery of the Project Requirements in the format provided by the Customer. Where no format is specified the method used to calculate the price shall be set out in sufficient detail for the Customer to understand how the price was determined and, as a minimum, the Supplier's pricing will be broken down by the day rates of resources operating on each project and will be no more expensive than the day rates set out in its Tender.
 - 1.5 In most instances, fixed fee or output based pricing will be used. In other instances, capped T&M will be utilised based on the submitted rate card. The final decision would lie with the Customer.
 - 1.6 Within five (5) working days of receipt of the Supplier's Solution, or in any other period the Customer deems appropriate, it shall review and feedback comments on the Supplier's Solution.
 - 1.7 Within two (2) working days of the Customer providing this feedback (or an alternative period as set out by the Customer upon communicating its feedback) the Supplier shall provide a final Supplier's Solution to the Customer.
 - 1.8 Where the Customer agrees with the Supplier's Solution the Customer shall sign and return the Supplier's Solution to the Supplier for countersigning whereupon the Supplier shall commence delivery of the Services detailed in the Project Requirements and Supplier's Solution at the time agreed in the Project Requirements via the Customer's online portal.

- 1.9 Amendments to Project Requirements (and associated pricing) after the execution of the associated Project Requirements shall follow the variation process set out at clause 23 of the Call-Off Contract using the Variation Form set out in Joint Schedule 2 and actioned through the Commercial Team.
 - 1.10 Close off from projects after the execution of a Project Requirement shall follow Appendix 2 of this document - Acceptance Criteria and Value for Money Sign-Off.
 - 1.11 At any point during or before the Commissioning Process, the Customer may seek alternative means of delivering the requirement including potentially re-competing the requirement.
- 2 The Call-Off Contract is non-exclusive, and the Customer does not commit to awarding any work as part of this Call-Off Contract.

REPORTING AND GOVERNANCE

Project Team weekly call – prior to the call, the Supplier shall provide to the Customer the following reporting:

Progress reports against Milestones set out in each Project Requirement detailing Milestone's due for completion that are achieved, not achieved (with accompanying explanations) and any proposed changes to future Milestone dates (with accompanying explanations and impact assessment)

Risks and issues associated with future Milestones and details of actions being taken by the Supplier to remedy those risks and issues;

Burn rates of resources and any variance against the resource profile set out in the Supplier's Response to each project and communicating to the Customer when discounts will be applicable (in line with the pricing matrix);

Any additional reporting requirements as set out in individual Project Requirements being delivered at that time; and The Supplier shall provide the Customer with financial updates against each project to help facilitate forecasted accruals.

CONTINUOUS IMPROVEMENT

- 3.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Call-Off Contract duration.

3.2 The Supplier should present new ways of working to the Customer during quarterly Contract review meetings.

3.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

SECURITY REQUIREMENTS

4.1 Some projects may require consultants to be cleared to the Authority security clearance level of Security Check (SC). Some projects may require a higher or lower level of clearance. The level of security clearance required will be communicated in the SOR and prior to the engagement commencing. The Authority will make best endeavours in providing as much prior notice as is possible in such an event.

PAYMENTS

Managing Public Money – Principles

5.2 NHS England have the responsibility to exercise proper stewardship of public funds, including compliance with the principles laid out in Managing Public Money. The standards ensure we are responsible for establishing and maintaining internal audit arrangements in accordance with the Public Sector Internal Audit Standards and have effective quality internal governance and sound financial management that demonstrates value for money.

5.3 All Project Requirements will be Fixed Priced or Capped Time & Materials where payment will be made upon either:

achievement of individual Milestones as detailed in each Project Requirements and / or Project Plans; or

achievement of all Milestones detailed in the Project Requirements.

5.4 Pricing will be determined based on the rate card submitted during the Call Off Procedure and utilising the incorporated discount mechanism submitted during that same procedure.

5.5 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs completed against either an individual milestone or for the entire SoW.

5.6 Appropriate reference and subject title of the SoW

5.7 A copy of the deliverables/sign off criteria from the Programme in the template provided, including a VFM statement, dated and signed by the individual

nominated Programme Lead(s)

5.8 Payments cannot be verified without the supporting evidence.

5.9 Expenses shall be subject to NHS England expense policy.

BASE LOCATION

6.1 The base location of where the Services will be carried out at will be at our Leeds, London and Exeter Offices or remotely where required. Currently typical ways of working are remote or hybrid with specific delivery teams varying from full office based to completely remote. Specific work requests will state location requirements on a case-by-case basis.

APPENDIX - 2 Acceptance Criteria and Value for Money Sign-Off**Deliverables Sign Off and Value for Money Statement** (on completion and final invoice)

Date of this Statement of Work:	dd/mm/yyyy
Statement of Work Reference:	SoWxxx
Call Off Contract Reference:	C247714 V-xxxxx

Deliverable

Milestone	Description	Timeframe

Value for Money Statement

Requirement Summary/Actual Value Delivered: a brief summary describing the requirement

Financial Value Statement: details of the financial/quantifiable value that was delivered by the contract as stated in the SOW.

Non-Financial Value Statement; details of any non-financial/unquantifiable value that was delivered by the contract, as stated in the SOW.

Appendix A002 – Example Statement of Work for Tender purposes

1. THE REQUIREMENT

1.1 SUMMARY OF THE REQUIREMENT

Purpose

NHS England require functional and non-functional testing capability to deliver test and assurance outcomes related to the onboarding of new system providers that supports and is focussed on:

Supporting the development and introduction of a new National Web Application and API to create, read, update and delete clinical data specifically for the Out of Hours (OOH) care market.

NHS England anticipates that the overarching approach for technical assurance of the new National API may necessitate assurance capability through embedded test resource and requires that the Supplier embeds (physically or virtually, depending on geographical location) functional and non-functional testing capability into the central development team, who will provide subject matter expertise in conjunction with NHS England during development, whilst also providing independent and objective assurance of such integrations on behalf of NHS England.

Outcomes/Results to be Delivered.

The successful Supplier shall deliver the following outcomes in achievement of the projects purpose:

- The 'Supplier' must run and feed into the risk assessment workshop and achieve agreement with the NHS England Programme and other internal NHSD stakeholders on the following risk attributes:
 - The unwanted effects (i.e., what may go wrong)
 - The causes of those unwanted effects (i.e., why they may go wrong)
 - The impact area of the risk
 - The impact rating of the risk
 - The likelihood of the risk occurring
- The 'Supplier' must review and agree that for the identified risks, the assurance controls, and mitigations they put forward in collaboration with the development team/partner reduce the impact/likelihood of each risk to an acceptable level.
- The 'Supplier' must ensure that they define appropriate test requirements/ acceptance criteria that the delivery partner can build against.
- The 'Supplier' must communicate the scope of their test scenarios to the development team/partner undergoing assurance and will then need to execute these to mitigate the identified risks.
- The 'Supplier' must create or facilitate the creation of the test data that they need to support the tests they are executing.

- The 'Supplier' must be able to provide the required SME support to the development of automated tests as part of their integration/regression pack, where the need for such automation emerges.
- The 'Supplier' must identify and implement a suitable tooling and technologies strategy to increase efficiency in the test process.
- The 'Supplier' must ensure they are able to implement and use test tooling in a way consistent with the required testing.
- The 'Supplier' must ensure the development team/partner are aware of the manual tests they intend to execute that best complements any automated tests.
- The 'Supplier' must ensure that the automated test suite (continuous integration, or CI) is successful each time it is executed.
- The 'Supplier' must define and execute Accessibility tests in line with the required standards where required. e.g. WCAG 2.1/2.2 AA.
- The 'Supplier' must ensure the development team/partner is given timely feedback on whether tests have failed or met the acceptance criteria.
- The 'Supplier' must ensure the development team/partner are sufficiently informed about the test and assurance progress being made.
- The 'Supplier' must ensure the development team/partner has successfully completed the development task either in full or with a clear work-off plan.
- The 'Supplier' must ensure they have generated auditable test and assurance evidence in a format compatible with NHS England, such that it can be leveraged by NHS England for any future assurance activities with the development team/partner.
- The 'Supplier' must be able to demonstrate that they have leveraged lean/Agile delivery principles to work at pace.
- The 'Supplier' must be able to demonstrate the ability to work in collaboration with other (assurance) workstreams e.g. clinical safety, commercial, legal, information governance and service management.

Constraints

The following constraints shall apply to the aforesaid outcomes/results:

- Functional testing must concentrate on the expected business functionality and the technical integration requirements.
- Non-functional testing must concentrate on the performance of the component and whole solution under volume (volume and performance testing; stress, soak and ramp) and the resilience of the component and whole solution, should there be a failure (ready for operations testing; failover, resilience, disaster recovery and business continuity including validation of key operating procedure documents, alerts and monitoring).

Assumptions

In the interest of mitigating any ambiguities, the parties agree that the following assumptions, representations, risks and contingencies shall apply:

1. The delivery team that this requirement applies will be confirmed by NHS England within 5 working day of the start-date, in order

that the successful Supplier can quickly familiarise themselves with the Out of Hours Clinical Web Application and API proposed solution.

2. Parties bound by this requirement support agile ways of working, including attendance at daily scrums, sprint retrospectives, sprint planning and review meetings held by the Capability & Standards team, and existing workstream within the NHS England organisation.
3. The Supplier will put in place a QAT Delivery Owner or equivalent who will split their time between functional and non-functional testing and set the direction for team, identify areas of focus and facilitate the delivery of the Product Backlog as it relates to the solution's Compliance and Assurance. This person will report to the Assurance Delivery Lead.
4. Architectural decisions such as the coding language etc., shall be determined within the first 10 days of the contract start date.
5. Members of the Capability and Standards team will be available during the first week of onboarding, to ensure that the Test and assurance capability are suitably trained in all processes and to ensure that the necessary guidance is imparted.
6. Members of the Capability and Standards team will be available during final week of the delivery effort in order that the Supplier can successfully carry out knowledge transfer activities and handover activities.
7. NHS England shall facilitate access to Subject Matter Experts as appropriate for the Supplier to complete the work.
8. NHS England shall facilitate access to all requested input documents.
9. Open Source Assets may need to be created by the Supplier to address inefficiencies related to the Assurance and Compliance process, and by extension of this requirement, the intellectual property rights (IPR) will belong to NHS England.
10. The Solutions Assurance Delivery Lead will attend daily stand-ups in person or remotely subject to availability and will make themselves available to mitigate blockers beyond the Test and assurance resource's capability.

Out of Scope

The successful Supplier will not be expected to take any development or work items through internal governance and controls, nor will they be expected to develop a new assurance process. Rather the team will be implementing an Assurance Strategy approved by NHS England's internal Assurance staff.

Similarly, governance activities (Release boards) related to Assurance and specialist Clinical Coding assurance are outside of the scope of the requirement.

It is also not expected that the successful Supplier will be delivering any objectives related to *incumbent* supplier testing and assurance.

Joint Order Schedule 1 (Definitions and Interpretations) RM6148

- 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 Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive

of the clause numbers specified;

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

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

"Additional Insurances"	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-amsupplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
Audit"	the Relevant Authority's right to: <ol style="list-style-type: none"> verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract); 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; verify the Open Book Data; verify the Supplier's and each Subcontractor's compliance with the applicable Law; 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;

	<p>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;</p> <p>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;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>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;</p> <p>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;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
"Auditor"	<p>a) the Relevant Authority's internal and external auditors;</p> <p>b) the Relevant Authority's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"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 Order 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);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Order Contract;
"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 DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	<p>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:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	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 Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order 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 DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: <ul style="list-style-type: none"> a) applicable Start Date; or b) the Effective Date until 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;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> 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; d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but <p>excluding:</p>

	<ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties; f) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"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 an Order 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 Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy 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 an Order Contract as confirmed and accepted by the buyer by confirmation in writing to the Supplier. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"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 arises 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"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>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;</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"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;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 and to which this DPS Contract governs access;
"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;

Incorporated Terms"	
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"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;
"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 Authority under Clause 10.2); 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;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"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;
"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);
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"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"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"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;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> a) the legislation in Part 5 of the Finance Act 2013; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	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 DPS Schedule 1 (Specification) and in relation to an Order 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"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services; https://www.gov.uk/government/publications/government-procurement-card--2 ;
"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 Order 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"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> 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 DPS Pricing/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 Order 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 DPS Schedule 3 (DPS Pricing) 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 on the Platform or the Order Form, as the context requires;

"Insolvency Event"	<ul style="list-style-type: none">a) in respect of a person:b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); ord) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; ore) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; orf) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; org) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; orh) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; ori) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; orj) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
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"Intellectual Property Rights" or "IPR"	<p>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;</p> <p>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</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"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"	<p>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 at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>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 Order Contract, and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>

"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;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man 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;
"Management Information"	the management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"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: <ul style="list-style-type: none"> 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 DPS Schedule 5 (Management Levy and Information);

"MI Reporting Template"	means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described as such in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<ul style="list-style-type: none"> a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;
"Occasion of Tax Non – Compliance"	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule 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"	<p>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 Order Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources 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 manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the DPS 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;
"Open Government Licence"	<p>means the licensing terms for use of government intellectual property at:</p> <p>http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/</p>
"Order"	<p>means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;</p>

"Order Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Period"	the Contract Period in respect of the Order Contract;
"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS 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 DPS Contract, CCS or the Supplier, and in the in the context of an Order 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 DPS Contract set out in DPS Schedule 4 (DPS 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;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodieswhistle-list-of-prescribed-people-and-bodies--2/whistleblowing-listhttps://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodiesof-prescribed-people-and-bodies ;
"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”	<p>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:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>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</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> 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 <p>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;</p>
“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 DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order 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"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>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:</p> <ul style="list-style-type: none"> 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"	<p>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);</p> <p>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</p> <ul style="list-style-type: none"> a) 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 10.6 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 Order 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;
"Role"	A staff function at a defined level, with an associated expected level of expertise, that is to be fulfilled by a Supplier Staff member as part of the requirements for an Order Contract
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order 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 DPS 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 Order Contract (which, where Order Schedule 14 (Service Credits) 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 DPS Schedule 1 (Specification) and in relation to an Order 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 DPS Appointment 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 DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;

"Standards"	<p>any:</p> <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in DPS 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 DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order 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 Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> 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 DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;

"Supplier's Confidential Information"	<p>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;</p> <p>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;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order 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 Order Contract;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"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 an Order 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;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"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 Order Contract detailed in the invoice 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"	any test required to be carried out pursuant to the Order Contract (i) as set out in the Test Plan agreed pursuant to Part B of Order Schedule 13, ii) or as specified elsewhere in this Order Contract, and "Testing" and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);

"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"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.

Joint Order Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 23 (Changing the Contract)

No of Call Off Order Form being varied: C247714 [SOWxxx or CCNxxx]

Variation No: V-xxxxx

BETWEEN:

NHS England ("the Customer")

and

Qualitest Group (UK) Limited ("the Supplier")

1. This Call Off Contract is varied as follows:

[Insert details of the Variation paying particular attention to any change of milestones, expiry dates and impact on overall cost.]

2. 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 the Buyer.
3. Words and expressions in this Variation shall have the meanings given to them in the Contract.
4. 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 Buyer

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

Joint Order 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 an Order 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 DPS 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 Order 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 nonrenewal 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.

Joint Order 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:

No.	Date	Item(s)	Duration of Confidentiality
1	12 th Jan 2024 19 th Jan 2024 (updated documents)	Supplier information concerning its economic and financial standing, technical and professional ability and compliance with legislation and standards, as provided as part of its ITT response	for the duration of the confidentiality clause (clause 15)
2	12 th Jan 2024 6 th Feb 2024 (updated Cyber Essentials Plus)	the Supplier's bid and ITT response	for the duration of the confidentiality clause (clause 15)
3	12 th Jan 2024 16 th Apr 2024 (updated rate mapping)	The supplier's charges, charging mechanism, charge review mechanism or benchmarking	for the duration of the confidentiality clause (clause 15)
4	12 th Jan 2024 25 th Apr 2024 (added)	The name of any personnel involved in the delivery of the contract, including key personnel	for the duration of the confidentiality clause (clause 15)

	into contract)		
5	12 th Jan 2024	Any intellectual property rights used by the supplier to deliver the services	for the duration of the confidentiality clause (clause 15)
6	12 th Jan 2024	Details of any supplier products not yet launched in the market	for the duration of the confidentiality clause (clause 15)
7	12 th Jan 2024	details of any improvement plan either suggested by the supplier to the customer or imposed by the customer on the supplier	for the duration of the confidentiality clause (clause 15)
8	12 th Jan 2024 25 th Apr 2024 (added into contract)	contents of any governance meeting between the supplier and the customer	for the duration of the confidentiality clause (clause 15)
9	12 th Jan 2024	details of any service credits or service levels or details of any claims against the supplier	for the duration of the confidentiality clause (clause 15)

Joint Schedule 5 (Corporate Social Responsibility)

What we expect from our Suppliers

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

([https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

[13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))

- 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.

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.

Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:

3.1.1 shall not use, nor allow its 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 offences 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 offences 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.

Income Security

4.1 The Supplier shall:

- 4.1.1 ensure 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;
- 4.1.3 ensure that all workers 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;

4.1.4 not make deductions from wages:

- (a) as a disciplinary measure
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff; and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

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 ensure 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 is used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

5.3.4 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.

Sustainability

- 6.1 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>
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform 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 the Platform. Where the Buyer consents to the appointment of a New Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
- 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 DPS 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 Order 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 the third Column of the table at Annex 2;
"Financial Distress Event"	<p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none"> a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold; b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects; c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party; d) Monitored Company committing a material breach of covenant to its lenders; e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or f) any of the following: <ul style="list-style-type: none"> 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

	<p>Monitored Company becoming due as a result of an event of default; or</p> <p>iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company</p> <p>in each case which CCS and/or the Buyer 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 Order Contract;</p>
"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 each Order Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	the Supplier and the Order Guarantor as specified in Joint Schedule 8;
"Rating Agency"	the rating agency stated in Annex 1.

2. When this Schedule applies

- 2.1 The Supplier shall, and shall procure that the Order Guarantor shall, provide a copy of its detailed managements accounts to the Buyer shortly after the end of its accounting period.
- 2.2 The Parties shall comply with the provisions of this Schedule from paragraph 3 onwards, in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.3 The terms of this Schedule shall survive termination or expiry of this 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 credit rating issued for the Monitored Companies by the Rating Agency is as set out in Annex 2.
- 3.2 The Supplier shall promptly (and in any event within ten (10) Working Days) notify CCS and the Buyer in writing if there is any downgrade in the credit rating issued by the Rating Agency for a Monitored Company which means that the credit rating for the Monitored company falls below the Credit Rating Threshold.
- 3.3 If there is any such downgrade credit rating issued by the Rating Agency for a Monitored Company the Supplier shall at CCS' and/or the Buyer's request ensure that the Monitored Company's auditors thereafter provide CCS and the Buyer within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS and/or the Buyer (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company];
- B is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Monitored]; and

D is the value at the relevant date of the current liabilities of the Monitored Company].

3.4 The Supplier shall:

- 3.4.1 provide to the Buyer (at the same time such is provided to CCS) copies of any information requested by or otherwise provided to CCS in accordance with this Schedule 7 (Financial Distress Event) regularly monitor the credit ratings of each Monitored Company with the Rating Agency; and
- 3.4.2 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.

- 3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if the Rating Agency has rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

- 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.

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

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

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 Agency reviews and reports subsequently that the credit rating does 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 AGENCY

Dun & Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (D&B Failure Rating)	Credit Rating Threshold
Qualitest Group UK Ltd	[REDACTED]	[REDACTED]
Quantum Holding UK Bidco Limited	[REDACTED]	[REDACTED]

Joint Schedule 8 (Guarantee)

1. Definitions

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

"Order Guarantee" a deed of guarantee in favour of a Buyer in the form set out in the Annex to this Schedule; and

"Order Guarantor" the person acceptable to a Buyer to give an Order Guarantee;

2. Order Guarantee

- 2.1 Where a Buyer has notified the Supplier that the award of the Order Contract by the Buyer shall be conditional upon receipt of a valid Order Guarantee, then, on or prior to the execution of the Order Contract, as a condition for the award of that Order Contract, the Supplier shall deliver to the Buyer:

- 2.1.1 an executed Order Guarantee from an Order Guarantor; and
- 2.1.2 a certified copy extract of the board minutes and/or resolution of the Order Guarantor approving the execution of the Order Guarantee.

- 2.2 Where a Buyer has procured an Order Guarantee from the Supplier under Paragraph 2.1 above, the Buyer may terminate the Order Contract for Material Default where:

- 2.2.1 the Order Guarantor withdraws the Order Guarantee for any reason whatsoever;
- 2.2.2 the Order Guarantor is in breach or anticipatory breach of the Order Guarantee;
- 2.2.3 an Insolvency Event occurs in respect of the Order Guarantor;
- 2.2.4 the Order Guarantee becomes invalid or unenforceable for any reason whatsoever; or
- 2.2.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the Buyer;
- 2.2.6 and in each case the Order Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer.]

Annex 1 – Form of Guarantee

[INSERT NAME OF THE
GUARANTOR]

-

A
N
D
-

[INSERT NAME OF THE
BENEFICIARY]

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the day of 20[]

PROVIDED BY:

[Insert the name of the Guarantor] [a company incorporated in England and Wales] with number [insert company no.] whose registered office is at [insert details of the Guarantor's registered office here] ("**Guarantor**")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 the words and phrases below shall have the following meanings:

"Beneficiary(s)"	means the Buyer under all Order Contract, NHS England;
"Order Contract"	means the contract between the Beneficiary and the Supplier with reference C247714 for XXX dated on or about the date of this Guarantee;
"Goods" Contract;	has the meaning given to it in the Order
"Guaranteed Agreement(s)"	means the Order Contract;

**"Guaranteed
Obligations
"**

means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;

"Services"

has the meaning given to it in the Order Contract;]

"Supplier"

means **[Insert** the name, address and registration number of the Supplier].

- 1.3 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.4 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.5 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.6 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.7 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.8 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;
- 1.9 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.10 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.11 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor. If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost

and expense of the Guarantor:

- 2.2.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
- 2.2.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.3 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor

under this Deed of Guarantee shall be in writing, addressed to:

[Insert] Address of the Guarantor in England and Wales]

[Insert] Facsimile Number]

For the Attention of **[Insert]** details]

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

- 4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:
 - 4.2.1 if delivered by hand, at the time of delivery; or
 - 4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or
 - 4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.
- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
 - 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial

performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.
- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:
- 7.1.1 of subrogation and indemnity;
 - 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
 - 7.1.3 to prove in the liquidation or insolvency of the Supplier, only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights

on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
 - 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
 - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
 - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
 - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
 - 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without

limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

9.3.1.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

9.3.1.1 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

9.3.1.1 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;

9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

9.1.5 this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is

not set out in this Deed of Guarantee.

12. ASSIGNMENT

- 12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.
- 12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

- 16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.
- 16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

16.4 The Guarantor hereby irrevocably designates, appoints and empowers the Supplier either at its registered office or on facsimile number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by [Insert/print

names] Director

Director/Secretary

Joint Order Schedule 10 (Rectification Plan)

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

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

Joint Order 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 the other Party is also "Controller",

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

Where one Party is Controller and the other Party its Processor

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 promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 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 Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the 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 Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the United Kingdom 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
 - (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 Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event; and/or
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this 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 Sub-processor to Process any Personal Data related to the Contract, the Processor must:

- (a) notify the Controller in writing of the intended Subprocessor and Processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this 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 of the 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 of the 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"**):
 - (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 a) Template

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 The contact details of the Relevant Authority's Data Protection Officer are: nhsdigital.dpo@nhs.net
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]@qualitestgroup.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

For the avoidance of doubt, access to personal data is not expected to be generally necessary for the scope of the Services outlined in the Statement of Requirements for [Call off contract reference to be inserted here] and the Order Form, and the Supplier Personnel shall not generally have access to any personal data of NHS England. However, it is recognised that on occasion it may become necessary for NHS England to require services associated, where the Supplier will be given access to personal data. Where any such service request gives access to personal data, the Supplier shall access such data as processor to NHS England, and the following table shall apply (as updated where necessary in the agreed Statements of Work).

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Any information accessed on NHS England systems as required to provide Solution Assurance expertise to enable national programmes and health and social care organisations to develop effective systems, information and technology including:</p> <ul style="list-style-type: none"> • Patient / citizen: demographics data: NHS number, name, address, postcode, language preferences and contact information relation to subjects; • Patient / citizen: clinical data: NHS number, details of subject's health, historic information regarding subject's health; • NHS England staff information; • Wider NHS staff information. <p>NHS England is not the Supplier's processor for any information assets.</p> <p>The Parties are not Joint Controllers for any information assets.</p> <p>The Parties are Independent Controllers of Personal Data</p>

	<p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of NHS England (excluding the Supplier Personnel), that are engaged in the performance of NHS England duties under the Contract) for which NHS England is the Controller (and their replacements).
Duration of the Processing	<p>For the duration of this Order Contract and Statements of Work arising hereunder.</p> <p>Save for data specified above where the Parties are specified as 'Independent Controllers', where each Party shall retain post Contract for their own business purposes.</p>
Nature and purposes of the Processing	<p>To provide Solution Assurance expertise to enable national programmes and health and social care organisations to develop effective systems, information and technology.</p> <p>re of the Processing may include activities such as:</p> <ul style="list-style-type: none"> • collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation; • use, alignment or combination, restriction; and • modification of data. <p>The following processing activities shall not occur unless specifically required in writing by NHS England:</p> <ul style="list-style-type: none"> • disclosure by transmission, dissemination or otherwise making available; and • erasure or destruction of entire data set (whether or not by automated means) etc.
Type of Personal Data	<p>NHS England information assets include datasets relating to employees, NHS staff, patients and the public, including the following broad categories:</p> <ul style="list-style-type: none"> • Patient / citizen : demographics information, NHS number, name, address, postcode, date of birth, NI

	<p>number, telephone number, email address, access and language preferences;</p> <ul style="list-style-type: none"> • Patient / citizen: security and logon information; • Patient / citizen: clinical information, images, biometric data, clinical data (current and historic), communications; • NHS England staff: pay, contact details, employment information, logon and security information; • Wider NHS Staff : contact details, employment information, logon and security information, security information; and • Supplier staff providing systems and services to NHS England and the wider NHS: business contact information, educational achievement, security information.
Categories of Data Subject	This will depend on the nature of the product/system being assured in the SOW but could include, but not limited to, Customer, Supplier, Citizen, and Patient.
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	All relevant data to be deleted after the expiry or termination of this Order Contract unless longer retention is required by Law or the terms of any statement of work arising hereunder.

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

NOT APPLICABLE