

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

Order Form

CALL-OFF REFERENCE:	ECM_63799
THE BUYER:	
BUYER ADDRESS	
THE SUPPLIER:	
SUPPLIER ADDRESS:	
REGISTRATION NUMBER:	
DUNS NUMBER:	
SID4GOV ID:	

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 3/2/2022
It's issued under the Framework Contract with the reference number RM6182 for the provision of Occupational Health Services.

CALL-OFF LOT(S):
lot number 2

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6182.
3. The following Schedules in equal order of precedence:

- Joint Schedules for RM6182
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6182
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.8)

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

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

Please note schedules not included in this agreement will still be adhered to in line with the CCS framework RM6182

CALL-OFF SPECIAL TERMS

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

None

CALL-OFF START DATE:

1/4/2022

CALL-OFF EXPIRY DATE: 31/3/2026

CALL-OFF INITIAL PERIOD: 2 years

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year [REDACTED]

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BUYER'S INVOICE ADDRESS:

See specification in Schedule 20

BUYER'S AUTHORISED REPRESENTATIVE

DEFRA NOBEL HOUSE 17 SMITH SQUARE LONDON SW1P 3JR

BUYER'S ENVIRONMENTAL POLICY

BUYER'S SECURITY POLICY

SUPPLIER'S AUTHORISED REPRESENTATIVE

Client Relationship Manager

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

PROGRESS REPORT FREQUENCY

On the tenth Working Day of each calendar month. MI reports to provide information on a financial year basis.

PROGRESS MEETING FREQUENCY

Monthly for first six months, then on a quarterly basis.

KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

[REDACTED]

[REDACTED]

A Critical Service Level Failure is: See Schedule 14

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

SOCIAL VALUE COMMITMENT

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

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
 - 1.3.13 any reference in a Contract which immediately before Exit Day is a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by

application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

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

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

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

" Achieve "	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
" Additional Insurances "	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
" Admin Fee "	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: [REDACTED]
" 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: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data;

	<ul style="list-style-type: none"> d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Buyer to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or

Core Terms RM6182

	in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;

"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <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 Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its 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,

Core Terms RM6182

	personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
" Conflict of Interest "	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
" Contract "	either the Framework Contract or the Call-Off Contract, as the context requires;
" Contract Period "	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
" Contract Value "	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
" Contract Year "	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
" Control "	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
" Controller "	has the meaning given to it in the GDPR;
" Core Terms "	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
" Costs "	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation;

	<p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>f) 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;</p> <p>g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>i) Overhead;</p> <p>j) financing or similar costs;</p> <p>k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>l) taxation;</p> <p>m) fines and penalties;</p> <p>n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	the GDPR, the LED and any applicable national implementing Laws as amended from time to time (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 Liability Cap"	the amount specified in the Framework Award Form;

Core Terms RM6182

"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);

"Documentation"	<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> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <ul style="list-style-type: none"> a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;

Core Terms RM6182

"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2:</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
"Exempt Buyer"	<p>a public sector purchaser that is:</p> <p>a) eligible to use the Framework Contract; and</p> <p>b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <p>i) the Regulations;</p> <p>ii) the Concession Contracts Regulations 2016 (SI 2016/273);</p> <p>iii) the Utilities Contracts Regulations 2016 (SI 2016/274);</p> <p>iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</p> <p>v) the Remedies Directive (2007/66/EC);</p> <p>vi) Directive 2014/23/EU of the European Parliament and Council;</p> <p>vii) Directive 2014/24/EU of the European Parliament and Council;</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;

Core Terms RM6182

"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of a Central Government Body, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> e) the legislation in Part 5 of the Finance Act 2013 and; and f) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;

"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> 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;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <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 Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;

	<p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p>

	<p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<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>

Core Terms RM6182

	<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"	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: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</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;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <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 Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;

"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>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</p> <p>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;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"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 Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> iii) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; iv) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; v) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and vi) 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 Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;

"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-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> <p>vii) induce that person to perform improperly a relevant function or activity; or</p> <p>viii) reward that person for improper performance of a relevant function or activity;</p> <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> <p>ix) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>x) under legislation or common law concerning fraudulent acts; or</p> <p>xi) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <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 Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
“Recall”	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
“Recipient Party”	the Party which receives or obtains directly or indirectly Confidential Information;

"Rectification Plan"	<ul style="list-style-type: none"> a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: b) full details of the Default that has occurred, including a root cause analysis; c) the actual or anticipated effect of the Default; and d) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<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"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or

	into the Relevant Authority's possession in connection with a Contract; and information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <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;

Core Terms RM6182

	<ul style="list-style-type: none"> b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</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 Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or

Core Terms RM6182

	<p>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 Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	<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 a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;

"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; an (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 Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in (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;

"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.



Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.
- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
 - (b) to a professional standard;
 - (c) using reasonable skill and care;
 - (d) using Good Industry Practice;
 - (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
 - (f) on the dates agreed; and
 - (g) that comply with Law.
- 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but

doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (c) the Supplier is entitled to additional time needed to make the Delivery; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
 - (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
 - (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
- (a) during the Contract Period;
 - (b) for 7 years after the End Date; and
 - (c) in accordance with GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3 The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4 During an Audit, the Supplier must:
- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell the Relevant Authority and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
- (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
- (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1 The Supplier warrants and represents that:
- (a) it has full capacity and authority to enter into and to perform each Contract;
 - (b) each Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - (g) it is not impacted by an Insolvency Event; and
 - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
 - (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

- 10.2.1 CCS has the right to terminate the Framework Contract at any time without reason

by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;

- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement

Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than [REDACTED]

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of [REDACTED] of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

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

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data,

including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1 the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1 CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not

either.

16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
- (a) provides a Force Majeure Notice to the other Party; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

- 20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

- 23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email

address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or

- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and

the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the Dispute;
- (b) grant interim remedies; and/or
- (c) grant any other provisional or protective relief.

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability"

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

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or

	supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;

- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

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

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

"Transferring Former Supplier Employees" in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date

and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

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

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- [Part C (No Staff Transfer On Start Date)]
- Part E (Staff Transfer on Exit)

Part A: Staff Transfer at the Start Date - Not Applicable

Outsourcing from the Buyer

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee.
- 1.1.3 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities the Buyer must give

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

- 2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.
- 2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

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

4. Information the Supplier must provide

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff

Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

- 6.1 The Supplier shall comply with:

- 6.1.1 all statutory pension obligations in respect of all Transferring Buyer Employees; and
- 6.1.2 the provisions in Part D: Pensions.

Part B: Staff transfer at the Start Date - Not Applicable

Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer

- 1.1 The Buyer and the Supplier agree that:

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

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

2. Indemnities given by the Former Supplier

- 2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former

Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

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

- 2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

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

4. Information the Supplier must give

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

5. Cabinet Office requirements

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

- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6. Limits on the Former Supplier's obligations

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

7. Pensions

- 7.1 The Supplier shall comply with:

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

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

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

Supplier may within 5 Working Days give notice to terminate the employment of such person;

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

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

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

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

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

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

2. Limits on the Former Supplier's obligations

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

Part D: Pensions - Not Applicable

1. Definitions

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

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

of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;

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

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

"Fair Deal Schemes"

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

"Fund Actuary"

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

"LGPS"

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

"NHSPS"

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

"New Fair Deal"

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

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

"Statutory Schemes"

means the CSPS, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
 - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter

or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

- 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer:

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

4. Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
- 4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
 - 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
 - 4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
- 4.3 The indemnities in this Part D and its Annexes:
 - 4.3.1 shall survive termination of this Contract; and

- 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:
- 5.1.1 who will act as an expert and not as an arbitrator;
 - 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
 - 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

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

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

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

8. Transferring New Fair Deal Employees

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the

Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

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

9. What happens to pensions if this Contract ends

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

10. Broadly Comparable Pension Schemes

10.1 If either:

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

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

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

- 10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
- 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly

Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

- 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and
- 10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1:

Civil Service Pensions Schemes (CSPS)

1. Definitions

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

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

2. Access to equivalent pension schemes after transfer

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

Annex D2: NHS Pension Schemes

1. Definitions

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

- "Direction Letter"** an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees;
- "NHSPS Eligible Employees"** each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:
- (a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
 - (b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),
- and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time

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

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

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

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

"Pension Benefits"

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

"Retirement Benefits Scheme"

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

2. Membership of the NHS Pension Scheme

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

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

3. Access to NHS Pension Schemes after transfer

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

4. Continuation of early retirement rights after transfer

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

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

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

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

- 6.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:
- 6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or
 - 6.1.2 access to a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

- 6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

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

8. Sub-Contractors

- 8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:
- 8.1.1 if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or
 - 8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of

Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.

- 8.2 The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph 7 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

Annex D3:

Local Government Pension Schemes (LGPS)

Note the LGPS unlike the CSPA & NHSPA is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Authority, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

1. Definitions

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

"Administering Authority"	in relation to the Fund the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"	A Pension fund within the LGPS;

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

2. Supplier must become a LGPS admission body

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

- 2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. Supplier ceases to be an LGPS Admission Body

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

5. Discretionary benefits

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

Annex D4: Other Schemes

Placeholder for Pension Schemes other than LGPS, CSPA & NHSPA]

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;

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

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

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

- 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each

person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the

Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

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

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-

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

- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Call-Off Schedule 4 (Call Off Tender)



Call-Off Schedule 5 (Pricing Details)



Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

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

2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:

2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

- 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
 - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

- (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

- 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact within the agreed and documented recovery time (RTO) and recovery point (RPO) objectives.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer or Suppliers (including relevant contracted sub-contractors) Premises;
 - 5.2.2 loss of utilities to the Buyer or Suppliers (including relevant contracted sub-contractors) Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed

relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then

such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Call-Off Schedule 9 (Security)

Defra have selected Part B (Long Form Security Requirements) for this Call-Off contract due to the personal nature of the data being processed and stored.

Part B: Long Form Security Requirements

1. Definitions

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

"Breach of Security"	<p>1 means the occurrence of:</p> <ul style="list-style-type: none">a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>in either case as more particularly set out in the security requirements in the Security Policy where</p>
-----------------------------	--

	the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;
"ISMS"	the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and
"Security Tests"	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. Security Requirements

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.3 Defra requires that the Parties shall each identify a board level individual or equivalent, such as a Head of Security or CISO, whom has accountability for information risk, and management of the individuals responsible for carrying out security functions.
- 2.4 Defra expect the supplier to have a delegated roles defined for those accountable and responsible for ensuring that the Security Management activities defined in the Schedule and Security Management Plan are complied with by the supplier (e.g. Client Security Manager/Security Acct Manager).
- 2.5 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- 2.5.1 [REDACTED]
- 2.5.2 [REDACTED]
- 2.6 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.7 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.8 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.

2.9 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.

2.10 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.

3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.

3.3 The Buyer acknowledges that;

3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and

3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

3.4 The ISMS shall:

3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

3.4.3 at all times provide a level of security which:

- a) is in accordance with the Law and this Contract;
- b) complies with the Baseline Security Requirements;

- c) as a minimum demonstrates Good Industry Practice;
 - d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
 - f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)
 - g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)
 - h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.4 document the security incident management processes and incident response plans;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for

such standards, guidance and policies, as notified to the Supplier from time to time.

- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

- 4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2 The Security Management Plan shall:
- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
 - 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
 - 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the

Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;

- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the

Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

- 4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5. Amendment of the ISMS and Security Management Plan

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

- 5.1.1 emerging changes in Good Industry Practice;
- 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
- 5.1.3 any new perceived or changed security threats;
- 5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
- 5.1.5 any new perceived or changed security threats; and
- 5.1.6 any reasonable change in requirement requested by the Buyer.

- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- 5.2.1 suggested improvements to the effectiveness of the ISMS;
- 5.2.2 updates to the risk assessments;
- 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
- 5.2.4 suggested improvements in measuring the effectiveness of controls.

- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or

otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

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

6. Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon

as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - a) minimise the extent of actual or potential harm caused by any Breach of Security;

- b) Identify to Defra any data breach immediately it becomes aware of any such breach
- c) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
- d) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- e) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- f) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- g) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9. Vulnerabilities and fixing them

9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
 - 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
- 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
 - 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
- 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to

- facilitate the detection of anomalous behaviour that would be indicative of system compromise;
- 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
 - 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
 - 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B – Annex 1:

Baseline security requirements

1. Handling Classified information

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).

3.3 The Supplier shall:

- 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
- 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.

- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
- 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

Part B – Annex 2 - Security Management Plan

[REDACTED]

Call-Off Schedule 10 (Exit Management)

1. Definitions

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Supplier must always be prepared for contract exit

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

2.2 During the Contract Period, the Supplier shall promptly:

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

("Registers").

2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

- 3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. Exit Plan

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

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

4.3 The Exit Plan shall set out, as a minimum:

- 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
- 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
- 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials, including but not limited to Occupational Health data of Defra staff;
- 4.3.9 process for ensuring that all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed in accordance with the current HMG policy using a NCSC approved product or method;
- 4.3.10 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.11 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every [six (6) months] throughout the Contract Period;
 - and

- (b) no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
- (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
- (d) as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and

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

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

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

5. Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan

pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

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

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

- 7.2.1 vacate any Buyer Premises;
- 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
- 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

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

- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
- 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

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

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

8.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets;
and
- (b) the Non-Exclusive Assets,

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

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

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

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

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

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

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

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

8.7 The Buyer shall:

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

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by

or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

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

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

9. No charges

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

10. Dividing the bills

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

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

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

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

Call-Off Schedule 12 (Clustering)

1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call Off Contract rather than as separate individual Buyers under separate Call Off Contracts.

2. Definitions

- 2.1 **"Cluster Members"** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into this Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified Annex 1 to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 1.4 are subject to the following provisions:
 - 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
 - 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so; and
 - 3.6.3 the Supplier's limits and exclusions of liability in the Call-Off Contract shall apply to any claim to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf.

- 3.7 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
- 3.7.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
 - 3.7.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
 - 3.7.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
 - 3.7.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
 - 3.7.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
 - 3.7.6 the Service Levels and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and
 - 3.7.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

Annex A – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

“Amber Service Level Performance Measure”

shall be the amber service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;

“Critical Service Level Failure”

means a failure to meet a Red Service Level Performance Measure for a Critical Service Level defined in the Order Form;

“Green Service Level Performance Measure”

shall be the green service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;

“Red Service Level Performance Measure”

shall be the red service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;

"Service Credits"

any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

"Service Credit Cap"

has the meaning given to it in the Order Form;

"Service Level Failure"

means a failure to meet the Service Level Performance Measure in respect of a Service Level as follows:

- i) the Supplier's performance of any Critical Service Level is reported as failing to meet the Red Service Level Performance Measure in a given Service Period;
- ii) the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that

Service Level twice or more in any three (3) consecutive Service Periods;

- iii) the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level four (4) times or more in any twelve (12) consecutive Service Periods; and
- iv) the Supplier's performance of a single Service Level is reported as failing to meet the Amber Service Level Performance Measure for that Service Level six (6) times or more in any twelve (12) consecutive Service Periods.

"Service Level Performance Measure"

A Red Service Level Performance Measure, an Amber Service Level Performance Measure or a Green Service Level Performance Measure as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

"Service Level Threshold"

Shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;

- (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:



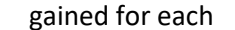
- 1.a.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.a.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.a.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 The buyer will retain the right to verify any calculations used within the Performance Monitoring Reports supplied by the Supplier
- 2.3 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service

LOTS 1, 2 AND 4 ONLY - BASELINE SERVICE LEVELS FOR OCCUPATIONAL HEALTH SERVICES:

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
Online Portal	Online Portal to be available fifty two (52) weeks a year, Monday to Friday 08:00 to 18:00, excluding Public and Bank Holidays, except for agreed downtime and maintenance. Note: Some Contracting Authorities may require Services provided outside of these core hours and service levels will be agreed at Contract mobilisation	<98%	>= 98% and < 100%	100%	 gained for each percentage under the specified Service Level	Critical Service Level
	Online Portal downtime and maintenance. Communicated and agreed with the Contracting Authorities at least seventy-two (72) hours in advance of such work being carried out.	<98%	>= 98% and < 99%	100%	 gained for each percentage under the specified Service Level	
	Live Chat requests to be responded to within 1 minute	< 97%	>=97% and < 98%	>= 98%	 gained for each percentage under the specified Service Level Performance Measure	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
Telephone Support Services	All telephone support line Services to be available Monday to Friday 08:00 to 18:00, fifty-two (52) weeks a year (or as defined by the Contracting Authorities) excluding public and bank holidays.	< 98%	>= 98% and < 100%	100%	██████████ gained for each percentage under the specified Service Level Performance Measure	Critical Service Level
	All calls to be answered within five (5) rings	< 97%	>= 97% and < 98%	>= 98%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Call abandonment rate to be less than five (5) %	<97%	>=98% and < 100%	>= 99%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Occupational Health Physicians and Occupational Health Advisors to be available Monday to Friday 08:00 to 18:00, fifty two (52) weeks a year (or as defined by the Contracting Authorities) excluding public and bank holidays	< 98%	>= 98% and < 100%	100%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	All telephone messages and emails to be	<97%	>= 98% and < 98%	>= 98%	██████████ gained for each percentage under the specified Service	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
	responded to within one (1) working day				Level Performance Measure	
	Provide telephone access to a senior Doctor within two (2) hours and written advice within one (1) working day where urgent medical advice is required	<100%		100%	<div></div> gained for each percentage under the specified Service Level Performance Measure	Critical Service Level
Case Management	Occupational Health Advisor or Occupational Health Physician face to face consultation to be held and report to be provided within fifteen (15) working days of Contracting Authorities Personnel referral (including confirmation of appointment to the employee and line manager)	<97%	>= 97% and < 99%	>= 99%	<div></div> gained for each percentage under the specified Service Level Performance Measure	
	Occupational Health Advisor telephone consultation to be held and report to be delivered within six (6) working days of Contracting Authorities Personnel referral	<98%	>= 98% and < 100%	100%	<div></div> gained for each percentage under the specified Service Level Performance Measure	
	Occupational Health Physician telephone consultation to be held and report to be delivered within seven	<98%	>= 98% and < 100%	100%	<div></div> gained for each percentage under the specified Service	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
	(7) working days of Contracting Authorities Personnel referral				Level Performance Measure	
	All written case reports to be right first time (with correct level of information and details)	<98%	>= 98% and < 100%	100%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Notification to the Contracting Authorities of an employee failing to attend appointment within one (1) working day of appointment being missed.	<100%		100%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Send reminder's via SMS of booked appointments to Defra Personnel at least forty-eight (48) and twenty-four (24) hours before any appointment is due.	<100%		100%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	On-site Occupational Health professionals to be available at the times agreed, including scheduled replacement Supplier Personnel.	<100%		100%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	File opinion to be delivered to the Contracting Authorities within five (5) working	<98%	>= 98% and < 100%	100%	██████████ gained for each percentage under the specified Service	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
	days on receipt of request.				Level Performance Measure	
Case Conferences	Single case conferences to take place within 5 working days of request of Contracting Authorities	<98%	>= 98% and < 100%	100%	gained for each percentage under the specified Service Level Performance Measure	
	Multiple case conference (including collation of referrals) to take place within ten (10) working days of request	<98%	>= 98% and < 100%	100%	gained for each percentage under the specified Service Level Performance Measure	
Further Medical Evidence	Further Medical Evidence report requested from a specialist or General Practitioner within two (2) days of the need having been identified by the Supplier	< 100%		100%	gained for each percentage under the specified Service Level Performance Measure	
	Chase specialist or General Practitioner every two (2) weeks from date of initial request being sent until full resolution	< 100%		100%	gained for each percentage under the specified Service Level Performance Measure	
Ill Health retirements	Medical opinion to support ill health retirement applications to be delivered within ten (10) working days of request	<97%	>= 97% and < 100%	100%	gained for each percentage under the specified Service Level Performance Measure	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
	Gather and collate medical evidence to support the Medical Advisor to the Principal Civil Service Pension Scheme (PCSPS), ill-health retirement scheme for Defra, Local Government Pension Scheme or other relevant pension scheme on applications for ill-health retirement within ten (10) working days	<97%	>= 97% and < 100%	100%	<div></div> gained for each percentage under the specified Service Level Performance Measure	
Health Surveillance and Fitness for Task	All health surveillance, monitoring and specialist fit for task assessments and reports to be completed within ten (10) working days of referral.	<97%	>= 97% and < 100%	100%	<div></div> gained for each percentage under the specified Service Level Performance Measure	Critical Service Level
	All paper based screening or assessments to be completed within three (3) working days of referral	<98%	>= 98% and < 100%	100%	<div></div> gained for each percentage under the specified Service Level Performance Measure	
	All surveillance and assessments scheduled on a Contracting Authority's annual plan to be completed on time	<97%	>= 97% and < 99%	>= 99%	<div></div> gained for each percentage under the specified Service Level Performance Measure	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
Pre-Appointment and Pre-Enrolment Checks	Delivery of report to Contracting Authorities following online screening within twenty four (24) hours	<97%	>= 97% and < 99%	>= 99%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Occupational Health Adviser written opinion following online assessment to be delivered to the Contracting Authorities within two (2) working days	<98%	>= 98% and < 100%	100%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Telephone assessment of Contracting Authorities Personnel within three (3) working days of request.	<95%	>= 95% and < 99%	>=99%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Face to face Contracting Authorities Personnel assessment within five (5) working days of request.	<95%	>= 95% and < 99%	>=99%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Written opinion following telephone and face-to-face assessment to be received by Contracting Authorities within two (2) working days of the assessment.	<95%	>= 95% and < 99%	>=99%	██████████ gained for each percentage under the specified Service Level Performance Measure	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
Physiotherapy	Physiotherapy telephone assessment provided within four (4) working days of request	<97%	> = 97% and < 99%	>=99%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Appointment and first face-to-face or virtual physiotherapy session provided within seven (7) calendar days of referral	<97%	> = 97% and < 99%	>=99%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Report delivered to Contracting Authorities within two (2) working days of completion of treatment	<97%	> = 97% and < 99%	>=99%	██████████ gained for each percentage under the specified Service Level Performance Measure	
Assessments	<p>For all Contracting Authorities Personnel assessments listed below : ten (10) working days from referral to delivery of report:</p> <ul style="list-style-type: none"> • Workplace Needs Assessments • Workstation Assessments • Basic DSE • Ergonomic DSE • Homeworker/Mobile 	< 97%	> = 97% and < 99%	> = 99%	██████████ gained for each percentage under the specified Service Level Performance Measure	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
	<ul style="list-style-type: none"> • Laboratory, Airport and Warehouse Ergonomic • Driver/Vehicle Ergonomic • Mental Health Workplace • Occupational Therapy • Specialist assessments for sight and hearing • Learning Difficulty diagnosis • Specialist assessments for disabled employees • Support Worker assessment 					
Therapeutic Psychological Services	Initial psychological assessment within forty-eight (48) hours of referral	<97%	> = 97% and < 99%	>=99%	<div></div> gained for each percentage under the specified Service Level Performance Measure	
	Arrange the first counselling session appointment within forty eight (48) hours of agreeing that a therapeutic intervention	<97%	> = 97% and < 99%	>=99%	<div></div> gained for each percentage under the specified Service Level Performance Measure	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
	is an appropriate form of treatment					
	Ensure the first session of the therapeutic intervention takes place within five (5) days of referral	<97%	> = 97% and < 99%	>=99%	gained for each percentage under the specified Service Level Performance Measure	
	A fast track referral appointment shall take place within two (2) days of first referral	<97%	> = 97% and < 99%	>=99%	gained for each percentage under the specified Service Level Performance Measure	
	Provide the first face-to-face therapeutic intervention session for urgent cases within twenty-four (24) hours of first contact	<97%	> = 97% and < 99%	>=99%	gained for each percentage under the specified Service Level Performance Measure	
Drug and Alcohol Testing	Testing to take place within two (2) hours of the request – 24/7	<100%		100%	gained for each percentage under the specified Service Level Performance Measure	
	Test results to be provided within five (5) working days	<100%		100%	gained for each percentage under the specified Service Level Performance Measure	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
Health and Wellbeing Promotion and Awareness	All training sessions and workshops to be delivered at the date and time agreed	100%		100%	gained for each percentage under the specified Service Level Performance Measure	
Training	All training requirements for Defra Personnel to be delivered at the date and time agreed	< 97%	> = 97% and < 99%	> = 99%	gained for each percentage under the specified Service Level Performance Measure	
Complaints	All customer Complaints to be acknowledged within one (1) Working Day of receipt	< 97%	> = 97% and < 99%	> = 99%	gained for each percentage under the specified Service Level Performance Measure	
	Updates to be provided on all customer complaints every two (2) working days until resolved	<97%	> = 97% and < 99%	> = 99%	gained for each percentage under the specified Service Level Performance Measure	
	All customer complaints to be resolved within ten (10) working days	< 97%	> = 97% and < 99%	> = 99%	gained for each percentage under the specified Service Level Performance Measure	
Customer Satisfaction	All customer satisfaction surveys to meet agreed target measures	< 90%	> = 90% and < 95%	> = 95%	gained for each percentage under the specified Service Level Performance Measure	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
Contract Management	All invoices right first time, provided with supporting Data and received within ten (10) calendar days of the end of the last day of the preceding month	< 97%	> = 97% and < 99%	> = 99%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Account management support available Monday to Friday 8am - 6pm with responses to queries from the Contracting Authorities within one (1) Working Day	< 97%	> = 97% and < 99%	> = 99%	██████████ gained for each percentage under the specified Service Level Performance Measure	
Management Information	Annual service review results made available within twenty-one (21) days of the end of the Contract year	<100%		100%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Assessment of the impact of services to be provided twice a year within ten (10) days of six (6) month and annual anniversaries of Contract start date	<100%		100%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Twice a year within ten (10) days of six (6) month and annual anniversaries of Contract start date, provide a Report of proposed and new legislative changes	<100%		100%	██████████ gained for each percentage under the specified Service Level Performance Measure	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
	and/or guidance stating how the Services will be impacted and/or where the Services will need to be modified					
	Provide 100% accurate monthly management information reports within five (5) working days of each month end	<100%		100%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	Provide 100% quarterly management information reports with five (5) working days of each quarter end	<100%		100%	██████████ gained for each percentage under the specified Service Level Performance Measure	
	All ad hoc MI to be provided within two (2) working days of request. Urgent MI in relation to Freedom of Information requests, Minister's questions and Parliamentary Questions will be provided within the timelines outlined for each request by the Contracting Authorities	<100%		100%	██████████ gained for each percentage under the specified Service Level Performance Measure	

Credits Table

The Service Credits shall be calculated on the basis of the following formula:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance)	=	$x\%$ of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
---	---	--

Example

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]
--	---	---

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
 - 3.2.7 The Buyer will not impose any Service Credits during an initial contacting period from [REDACTED] [REDACTED]. The performance monitoring reports will be required for that time period.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

- 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
- 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

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

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

1. Definitions

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

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

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

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

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

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

4. Role of the Operational Board

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

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
- 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.

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

Annex: Contract Boards

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

Call-Off Schedule 20 (Call-Off Specification)

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

Contents

<u>1. Introduction</u>	153
<u>1.1 Contract Sharing</u>	154
<u>1.2 Service Objectives</u>	154
<u>1.3 Service requirements</u>	155
<u>2. Lot 2 Occupational Health Services on a National Basis</u>	155
<u>2. INTRODUCTION</u>	155
<u>3. SCOPE OF THE REQUIREMENT</u>	158
<u>3.1 Geographic Coverage</u>	159
<u>3.2 Core Requirements</u>	159
<u>3.3 Service Availability</u>	164
<u>3.4 Exclusions</u>	164
<u>4. MANDATORY SERVICE REQUIREMENTS:</u>	164
<u>4.1 Telephone Support Services</u>	164
<u>4.2 Online Portal</u>	166
<u>4.3 Publicity and Promotion</u>	167
<u>4.4 Referrals from Defra</u>	168
<u>4.5 Attendance Management Advice and Assessments</u>	170
<u>4.6 Attendance Management Case Reports</u>	172
<u>4.7 Case Conferences</u>	174
<u>4.8 Ill-Health Retirement</u>	175
<u>4.9 Pre-Appointment and Pre-Enrolment Check</u>	176
<u>4.10 Fitness for Task and Safety Critical Work Services</u>	177
<u>4.11 Surveillance Services</u>	179
<u>4.12 Hearing Tests</u>	181
<u>4.13 Baseline Hearing Tests</u>	182
<u>4.14 Baseline Hand Arm Vibration Syndrome Tests</u>	182
<u>4.15 Baseline Spirometry Tests</u>	182
<u>4.16 Immunisations, Vaccinations, Inoculations, Medications and Blood Tests</u>	182

<u>4.17</u>	<u>Health Screening Services</u>	188
<u>4.18</u>	<u>Physiotherapy Services</u>	189
<u>4.19</u>	<u>Workplace Assessments, Diagnostics and Adjustments</u>	191
<u>4.20</u>	<u>Assessments Relating to Workplace Adjustments for Hearing and Visual Impairment</u>	191
<u>4.21</u>	<u>Dyslexia Workplace Needs Assessments</u>	191
<u>4.22</u>	<u>Autism Workplace Needs Assessment</u>	192
<u>4.23</u>	<u>Dyspraxia Workplace Needs Assessment</u>	192
<u>4.24</u>	<u>ADHD Workplace Needs Assessment</u>	192
<u>4.25</u>	<u>Ergonomic and Display Screen Equipment (DSE) Assessment</u>	192
<u>4.26</u>	<u>Mental Health Workplace Assessment</u>	195
<u>4.27</u>	<u>Workplace Needs Assessment for Personnel with Diagnosis</u>	195
<u>4.28</u>	<u>Learning Difficulty Diagnosis</u>	195
<u>4.29</u>	<u>Coping Strategy Coaching</u>	196
<u>4.30</u>	<u>Support Worker Assessment</u>	197
<u>4.31</u>	<u>Occupational Therapy Assessment</u>	197
<u>4.32</u>	<u>Specialist Support Services</u>	197
<u>4.33</u>	<u>Drug and Alcohol Testing (DAAT) Services</u>	198
<u>4.34</u>	<u>Therapeutic Psychological Services</u>	198
<u>4.35</u>	<u>Failure to Attend Appointments Process</u>	200
<u>4.36</u>	<u>Consultancy Services</u>	200
<u>4.37</u>	<u>Education and Awareness Programmes</u>	201
<u>4.38</u>	<u>Premises and Access to Services</u>	203
<u>4.39</u>	<u>Service Implementation</u>	203
<u>4.40</u>	<u>Diversity and Inclusion</u>	204
<u>5.</u>	<u>MANDATORY REQUIREMENTS: SUPPLIER ACCREDITATION, SECURITY AND STANDARDS</u>	205
<u>5.1</u>	<u>Supplier Accreditation</u>	205
<u>5.2</u>	<u>Security</u>	206
<u>5.3</u>	<u>Standards</u>	207
<u>6.</u>	<u>MANDATORY REQUIREMENTS: SUPPLIER STAFF</u>	207
<u>6.1</u>	<u>Supplier Staff</u>	207
<u>6.2</u>	<u>Patient Confidentiality and Anonymity</u>	207
<u>6.3</u>	<u>Qualifications</u>	208
<u>6.4</u>	<u>Training</u>	209
<u>6.5</u>	<u>Supplier Staff Specialist Requirements</u>	210

6.6	<u>Vetting</u>	210
7.	<u>MANDATORY REQUIREMENTS: DEFRA CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION</u>	211
7.1	<u>Framework Management</u>	211
7.2	<u>Call Off Contract Management</u>	212
7.3	<u>Service Levels and Service Credits</u>	213
7.4	<u>Clinical Governance and Performance Monitoring</u>	213
7.5	<u>Measuring Service Impact and Outcomes</u>	214
7.6	<u>Call Off Charges, Payment and Invoicing</u>	215
7.7	<u>Strategy, Policy and Guidance</u>	216
7.8	<u>Complaints Process</u>	217
7.9	<u>Defra Management Information (MI)</u>	218
7.10	<u>Defra Monthly Management Information</u>	218
7.11	<u>Defra Quarterly Management Information</u>	222
8.	<u>ADDITIONAL REQUIREMENTS SPECIFIC TO APHA</u>	223
8.1	<u>APHA Requirements</u>	223
8.2	<u>APHA Pre-employment</u>	224
8.3	<u>APHA Health Surveillance</u>	225
8.4	<u>Facilities and Equipment provided by APHA</u>	227
8.5	<u>Provision of APHA Information</u>	227
9.	<u>Social Value</u>	228
9.1	<u>Our Social Value priorities</u>	228
9.2	<u>COVID 19 Recovery</u>	229
9.3	<u>Tackling economic inequality</u>	229
9.4	<u>Fighting climate change</u>	230
9.5	<u>Equal opportunity</u>	231
9.6	<u>Wellbeing & Community Benefits</u>	232
9.7	<u>Measurement and reporting</u>	233
10.	<u>ANNEX 1 Defra group organisations</u>	235
11.	<u>ANNEX 2 - JOB ROLES & DUTIES OF DEFRA PERSONNEL</u>	236
12.	<u>ANNEX 3 - Travel and Subsistence</u>	237

1. Introduction

The Department for the Environment, Food and Rural Affairs (Defra) hereafter referenced throughout the document as Defra and/or Defra group is the UK government

department responsible for environmental, food and farming and rural matters. Further information about Defra can be found at: www.defra.gov.uk.

Organisations within the Defra group require a specialist support service, with a focus on Occupational Health (OH).

The support service must include access to a range of specialist assessments available for multiple working environments. The support service must also include access to a range of learning and awareness options for ergonomics and other topics linked to the services required.

The service must compliment, and work alongside where necessary, other existing support services (both contracted and internal) such as the Employee Assistance Programme and providers of assistive technology and ergonomic/support equipment.

The Supplier shall provide these services and supplies to the Defra group and other Customers as and when required under the proposed Call-Off Contracts.

A description of the types of roles undertaken in Defra group can be found at Annex 2

1.1 Contract Sharing

The proposed call off framework agreements will be available primarily to individual organisations within the Defra group. This will include the core Department (core-Defra), Executive Agencies, Non-Departmental Public Bodies (NDPBs) and other Arm's Length Bodies (ALBs). The proposed contract shall be open to other Government Departments (OGDs) to use should they so wish in the future.

There shall be no specific levels of commitment nor guarantees of work with regard to proposed contract usage. Each individual organisation utilising the proposed contract will retain its own call-off contract, contact lead and budget.

1.2 Service Objectives

The overall objectives of the Services and/or Goods that Defra group and Customers require from the Supplier are needed to assist Defra group organisations to:

- (a) fulfil their legislative obligations, and maintain a duty of care as a responsible employer, under the various legislation relative to employee occupational health
- (b) support employee's physical and mental wellbeing to prevent work-related injury and ill health, to provide advice on workplace adjustments for staff to optimise attendance, engagement and performance at work.
- (c) be able to offer employees a wide, and accessible, range of assessment, health monitoring and treatment services.
- (d) provide a competent and consistent service across Defra group organisations, both regionally and nationally, and to our remote/home workers and locations;
- (e) reduce administrative burden across the Defra group by providing employee friendly application processes; and
- (f) ensure value for money, consistency of pricing and management information to enable benchmarking.

1.3 Service requirements

The Supplier shall provide the following:

- service to be available to all Defra group (as required) and other Customers employees/sites and other Customers' employees/sites across England, Wales and Scotland;
- a dedicated account manager to liaise with Defra group and other Customers to gain a thorough understanding of the geographical locations, organisational policies and diverse working environments and practices;
- a full range of specific services and assessments (in the workplace and at home where required), options for workstation ergonomics and training/learning packages.
- comprehensive reports with recommendations to managers and employees on solutions to implement recommended workstation adjustments etc;
- response to all requests and orders within a suitable timeframe (see Service Level Agreements - SLAs) and ensuring that appropriate support is put in place within an agreed timeframes;
- advice and solutions regarding musculoskeletal disorders / sickness and absence, early intervention recommendations and preventative measures;
- telephone, email and on-line guidance and support services for employees and managers.
- where required, the supplier may be asked to work with other Defra third party providers to deliver related services
- where required, liaison with Defra group's current ergonomic equipment providers following formal referral for DSE/disability related issues.
- dealing with any referrals from Defra's current occupational health service provider by liaising directly with relevant line managers /individuals, also within agreed SLAs;
- management information on the service, highlighting any issues and providing appropriate and innovative advice and solutions;
- to respond appropriately to changes in legislation, research and/or best practice, and showcase continuous improvement; and
- be flexible / able to adapt and delivering innovation in better ways of working and added value.

2. Lot 2 Occupational Health Services on a National Basis

Lot 2 – Occupational Health Services on a National Basis.

2. INTRODUCTION

Defra group works with 34 agencies and public bodies and a full list of organisations can be found in the Annex. The following organisations or Contracting Au-

thorities which have requirements for OH services and forming part of this requirement include:

Organisation / Contracting Authority	Headcount*	Background to the requirement
Core Defra	■	Mainly administrative office based. Home-working, blended, flexible working and travel is the norm. Small amount of field-based activities. Some foreign travel necessary, some staff based in Scotland and Wales
Veterinary Medicines Directorate (VMD)	■	Mainly administrative office based. Home-working, flexible working and travel is the norm. Small amount of field-based activities.
National Forest Company (NFC)	■	Mainly administrative office based. Some homeworking, flexible working and travelling to meetings. Small amount of field-based activities.
Animal and Plant Health Agency (APHA)	■	Administrative, laboratory and field-based activities. Some foreign travel necessary. On site provision is required at the Weybridge laboratory complex, with approx. 142 different buildings. The laboratories are up to containment level 4, have a SAPO 4 licence and involve about 20 different specific health surveillance protocols. APHA also have laboratories and field offices throughout England, Scotland and Wales.
Royal Botanic Gardens, Kew	■	Diverse range of expertise, operational and management skills. Some 60 per cent of staff are specialist plant and fungal scientists and botanical horticulturists.
Rural Payments Agency (RPA)	■	Mainly administrative office based. Home-working, flexible working and travel is the norm. Small groups of employees (c 250) carry out 'field' based enforcement activities. Some foreign travel necessary.

Organisation / Contracting Authority	Headcount*	Background to the requirement
Marine Management Organisation (MMO)	■	Largely administrative, with approximately a third field based and engaged in sea- going activities. Those based in field roles will carry out enforcement activities on a regular basis in a variety of locations, some on land, some at sea and some in port.
Forestry Commission (Forestry England, Forest Services and Commissioner's Office)	■	Administrative and field based activities; approx. 30% of FC staff are classed as 'outdoor workers' and carry out manual/physical work. Approx. 20% of staff are exposed to vibrating tools whilst at work and approx. 25% of staff are exposed to loud noise whilst at work. Less than 1% (10 employees) carry out welding duties. FC staff work a variety of working patterns including flexi-time, annualised hours, rostered hours, compressed hours, homeworking, and overtime.
Forestry Commission (Forest Research)	■	Mainly scientific research and laboratory activities, plus some administrative and field-based activities. Approx 15% of FR staff carry out forest-based manual/physical work. Approx. 10% of staff are exposed to vibrating tools and/or loud noise whilst at work. FR staff work a variety of working patterns including flexi-time, part-time, compressed hours, homeworking, and overtime. Approx 50% of staff are based in Scotland. Small number based in Wales.
Natural England (NE)	■	Staff based throughout the UK. Administrative and field-based activities (Home working, flexible working and travel is the norm).

Organisation / Contracting Authority	Headcount*	Background to the requirement
Environment Agency (EA)	■	Administrative, sampling, Laboratory and extensive field-based activities. Those based in the field will carry out maintenance and operation of flood defences, regulatory and enforcement activities on a regular basis. Extensive incident response both to flooding and environmental incidents. All offices based in England; some staff based throughout the UK. Home working, flexible working, office work and travel is the norm).
Joint Nature Conservation Committee (JNCC)	■	Mainly administrative activities. Employees based in Peterborough and Aberdeen.
Water Services Regulation Authority (Ofwat)	■	Water regulator – Workforce are predominantly desk based either at home or in the office. Some travel to stakeholder events required.
Committee for Climate Change (CCC)	■	Mainly analytical staff in desk-based roles which are either office or home based. Some travel to stakeholder events required.
Office for Environmental Protection (OEP)	■	Employees contractually based in Worcester HQ (though flexible/blended working and travel to Worcester normal). Mainly administrative activities, complaints handling, regulatory and writing reports.

- *Headcount Numbers above are indicative and correct in June 2021. These are provided solely for information, as these are reactive and subject to the changing needs of the Defra group of organisations.
- 2.1 Defra require a compliant route to procure Occupational Health Services, providing Occupational Health advice and Services for all Defra Personnel including those working remotely, travelling or living/posted overseas (up to ~50 staff living/posted overseas).
 - 2.2 The Supplier shall be responsible for the provision of Occupational Health Services. Defra are taking the option to conduct a Further Competition with the successful Framework Suppliers where the maximum prices agreed at Framework level can be improved upon by the Supplier
 - 2.3 The Supplier shall provide all aspects of the requirements for Lot 2 as set out in Framework Schedule 1: Annex 2.

3. SCOPE OF THE REQUIREMENT

3.1 Geographic Coverage

- 3.1.1 This call off is for the provision of Occupational Health services on a national basis. The Supplier must be able to fulfil the requirements of this Specification by delivering services to any location within the UK.

3.2 Core Requirements

- 3.2.1 The Service shall enable Defra to address particular health and attendance issues, meet their statutory obligations with regards to health surveillance, identify the preventative measures that can be taken to minimise the overall risk of sickness absence and to improve employee health and wellbeing in the workplace.
- 3.2.2 Current service delivery models for OH services vary across the Defra group organisations, due to the policies within the Defra group of organisations, and include one to one personal consultations and health assessments with varied delivery methodology including telephone consultations with Occupational Health Advisers (OHAs) and Occupational Health physicians (OHPs) delivering a range of services during on-site clinics, face to face on-site OHAs and Doctors consultations; face to face off-site OHAs and Doctors consultations; telephone consultations for absent staff, face to face for those in work; home visits.
- 3.2.3 Pathways for referral of staff also vary across the Defra network and may be through Shared Services, HR experts, in-house Safety, Health and Wellbeing Teams, directly via Line Managers or from onsite OHAs. Processes also vary with electronic business to business and paper based methods. Defra group personnel will have different preferred methods of communication – e.g., some do not have access to email or internet.
- 3.2.4 It is critical that the supplier develops an understanding of the business carried out, the cultures and the individual requirements of each of the Defra group organisations. It will also be necessary to develop strong relationships with each of the Defra organisations to enable a clear understanding of their individual needs.
- 3.2.5 Although the needs of Defra group organisations may vary, the supplier should take a holistic approach to offering services, identifying where costs could be reduced by joining up with other areas e.g., delivery of health surveillance and allowing participating organisations to make improvements to their current occupational health service practices to drive efficiencies, benefiting from industry and technological advances.
- 3.2.6 There is a need for a collaborative and joined-up approach by the Supplier with those other services available across the Civil Service, including those organisations supplying medical services and support to Civil Servants working overseas. The Supplier will work closely with the Employee Assistance Programme (EAP) Supplier and other third party providers as necessary, provide information about relevant support services (on a non-exclusive basis) such as internal staff networks, Charity for Civil Servants, the CSSC Sports and Leisure and others to enable a holistic and integrative approach to our staff's health and wellbeing.

- 3.2.7 The Supplier shall not knowingly provide a service that is already available to Defra group and its employees via other contractual arrangements unless previously agreed between Defra and the Supplier. Where other arrangements are in place, the Supplier will advise the referring individual to consider these routes.
- 3.2.8 Defra group anticipates a varying headcount over the life of the proposed contract with transfers within the group and other changes likely.
- 3.2.9 The Supplier(s) will provide all the services as and when required by the Authority to support the aims and its policies of:
- (a) Fulfilling the paramount requirement of meeting legislative requirements and maintaining a duty of care as a responsible employer;
 - (b) Employing people who are fit to undertake their roles and associated tasks/activities required by Defra group;
 - (c) Promoting physical and mental well-being amongst the workforce to optimise attendance, engagement, resilience and performance to meet business objectives;
 - (d) Supporting staff who are ill to bring them back to work so maximising attendance to meet business objectives;
 - (e) Supporting staff to keep them in work;
 - (f) De-medicalising situations by providing practicable advice and focusing reports on what the employee can or might be able to do with help.
 - (g) Enabling managers to proactively support staff to keep them in work or promptly bring them back to work.
 - (h) Where return to full and effective service is not achievable, make a recommendation to terminate employment or to ill-health retire them.
 - (i) Identifying trends in work related absence, prioritising and tackling significant health and well-being related issues, working with Government initiatives to reduce the level of sick absence
- 3.2.10 Each participating Defra organisation may have different attendance management policies so suppliers will need to adapt their processes to the relevant policy
- 3.2.11 Defra wishes to adopt a supportive approach, working in partnership with employees to improve their own health through healthy lifestyles; increasing their energy, strength and resilience and maximising their attendance at work. The promotion of health and well-being is an integral part of the culture of Defra.
- 3.2.12 The supplier will be required to provide regular (e.g., monthly) written bulletins giving advice to employees on how to avoid common ill health problems and seasonal illnesses such as flu epidemics.

- 3.2.13 Defra is determined to reduce its sickness absence levels further over the period of the proposed contract and to be on par with employers in the private sector and across the civil service. The supplier will be expected to contribute to the delivery of reducing absence.
- 3.2.14 Current sick absence levels vary across the Defra network.
- 3.2.15 Mental health illnesses are, in most of the organisations, the main reason for absence. A proactive and integrative approach is required from the supplier to support staff and managers in addressing issues at an early stage, identifying reasonable adjustments and thus reducing the level of absence for this reason.
- 3.2.16 Defra seeks to achieve greater productivity and higher employee engagement. It is recognised that an effective, modern and proactive occupational health service, which reflects best practice, can assist in achieving these commitments.
- 3.2.17 The supplier is expected to work with the organisations to understand the reasons for avoidable charges (including Did Not Attend and Cancellations) and assist them in reducing these costs.
- 3.2.18 Horizontal and vertical networking both across Defra will be key as will consideration of what preventative solutions could be adopted to address particular health and attendance issues, and what preventative measures could be taken to minimise the overall risk of sickness absence.
- 3.2.19 Defra group is keen to promote partnership working. It believes partnership working is invaluable in providing an excellent service. The Supplier will be innovative and proactive and will work in partnership with the Authority to offer the following key features:
- (a) Flexibility to meet identified individual business needs – including services related to new and novel health risks.
 - (b) Understanding of the work of Defra group and the requirements needed for employees to carry out their roles effectively, with a collaborative and partnership approach in working with staff, managers, HR and all resources available to an individual.
 - (c) Assisting the Authority in achieving health and wellbeing initiatives (e.g., meeting the Civil Service Priorities for Wellbeing and the Environment Agency Wellbeing Ambition)
 - (d) Flexibility to meet changes in policy and regulations.
- 3.2.20 The Supplier shall provide the core requirements which shall include but not be limited to:
- Telephone Support Services;
 - Online Portal;
 - Publicity and Promotion;
 - Referrals from Defra group;

- Attendance Management Advice and Assessments;
- Attendance Management Reports;
- Case Conferences;
- Ill Health Retirement;
- Pre-Appointment & Pre-Enrolment Checks; and
- Surveillance Services, including support with disease / infection outbreak management;
- Fitness for Task and Safety Critical Work Services:
 - Hearing Tests;
 - Baseline Hearing;
 - Baseline Hand Arm Vibration Syndrome Tests;
 - Baseline Spirometry
- Immunisations, Vaccinations, Inoculations, Medications & Blood Tests;
- Services for the Assessment and Management of Blood Born Viruses (BBV) and Bodily Fluid Exposure (BFE)
- Health Screening Services;
- Physiotherapy Services.
- Workplace Assessments and Diagnostics to support Defra Personnel, which shall include but is not limited to:
 - Assessments Relating to Workplace Adjustments for Hearing and Sight Impairment;
 - Dyslexia Workplace Needs Assessments;
 - Autism Workplace Needs Assessment;
 - Dyspraxia Workplace Needs Assessment
 - ADHD Workplace Needs Assessment;
 - Ergonomic Assessments and Display Screen Equipment (DSE) Assessments (Basic & Enhanced);
 - Specialist Ergonomic Assessments, including
 - Driver/Vehicle Ergonomic Assessments;
 - Laboratory, Airport and Warehouse
 - Mental Health Workplace Assessment;
 - Workplace Needs Assessment;
 - Learning Difficulty Diagnosis;
 - Coping Strategy Coaching sessions;
 - Specialist Support Services;

- Support Worker Services Assessment; and
- Occupational Therapy Assessment.
- Therapeutic Psychological Services
- Consultancy;
- Education and Awareness Programmes; and
- Service implementation
- Drug and Alcohol Testing (DAAT) Services

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

- The Services shall be available to all Defra group Personnel including those working remotely, travelling and living/posted overseas. There are over 200 office locations, depots and other locations across the UK and a number of homeworkers so ability to provide an excellent and uniform service to the dispersed workforce will be required;
- The Service shall provide sufficient flexibility of approach to accommodate our organisational structures, operating styles, cultures and job roles, as detailed in the Organisation/Contracting Authorities table above;
- Confidentiality is crucial to the integrity of the Services;
- A strong focus on a high quality, clinically-led, evidence-based Services;
- Impartial advice and guidance for both Defra Personnel and the Defra group;
- Cooperation and partnership with suppliers of Services where there is a required hand off between Services, including but not limited to Employee Assistance Programme, Assistive Technology, IT and specialist furniture provision.
- Clear signposting to additional recommended Services ensuring that the process is as simple as possible
- Delivery of innovative Services and a structured programme of continuous evaluation and improvement;
- Maximising e-enabled solutions and innovations ensuring compatibility with Defra group IT;
- Flexibility to meet identified individual business needs, including the provision of a permanent on-site presence at the Defra specified locations; and
- Flexibility to meet changing internal and external policies and regulations.

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

3.3 Service Availability

- 3.3.1 The Supplier shall ensure that all Services, including the necessary Supplier Staff, be available as a minimum, fifty two (52) weeks a year, Monday to Friday between the hours of 08:00 hours to 18:00 hours, excluding UK Public and Bank Holidays.
- 3.3.2 The Supplier shall agree Service availability with individual Contracting Authorities, during proposed contract mobilisation.
- 3.3.3 The Supplier shall note that standard service hours vary across Contracting Authorities and availability may be required during evenings, weekends and Bank and Public Holidays. Any additional charges shall be agreed with the Contracting Authorities in the proposed Call Off contract.

3.4 Exclusions

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

4. MANDATORY SERVICE REQUIREMENTS:

4.1 Telephone Support Services

- 4.1.1 The Supplier shall provide a telephone support Service for Defra group Personnel staffed by appropriately experienced, skilled and/or qualified Supplier Staff.
- 4.1.2 The Supplier shall ensure that Defra Personnel have continuous access to occupational health physicians and occupational health advisors as required by Defra as part of the telephone advice and support Service.
- 4.1.3 The Supplier shall ensure that the Telephone Support Service shall be available fifty-two (52) weeks of the year, Monday to Friday between the hours of 08:00 and 18:00.
- 4.1.4 The Supplier shall agree with Defra if the Services shall be available outside of these core hours, including evening, weekends and/or Bank Holidays.

- 4.1.5 The Supplier shall ensure that the Telephone and Support Services will be accessible to Defra Personnel, via a Freephone number or a dedicated non-premium rate and/or a 01, 02, 03 prefix, which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and shall be able to accept calls from outside the UK.
- 4.1.6 The Supplier shall provide multiple telephone lines branded for specific Services, if requested by Defra, which will be at no additional cost to the Defra.
- 4.1.7 The Supplier shall ensure that all telephone calls are answered within 5 rings.
- 4.1.8 The Supplier shall ensure that all telephone messages from Defra Personnel are responded to by appropriately experienced, skilled and/or qualified Supplier Staff within one working day of receipt.
- 4.1.9 The Supplier shall provide the following as a minimum via the telephone support Services:
- General Services advice;
 - Generic advice on the impact of a condition or illness in the workplace;
 - Body Fluid Exposure and Sharps injury Helpline;
 - Pre-referral advice for Referring Managers;
 - Clarification on the referral process;
 - Advice on progression of Defra Personnel cases; and
 - Updates and amendments to Defra Personnel cases.
- 4.1.10 The Supplier shall also provide access to qualified Supplier Staff via the telephone Services who shall, during the phone call, provide:
- Generic occupational health advice to managers on any health issue affecting Defra Personnel in the workplace, whether this be office or home base;
 - Information and guidance on how best to construct the referral for an occupational health assessment;
 - Overseas travel health advice for Defra Personnel, including vaccination advice;
 - Management support that provides direct and rapid access to qualified medical advice and consultancy on occupational health and health and safety issues;
 - Access to past referrals and clarification on current and past reports; and
 - Advice on individual Defra Personnel cases before making a formal management referral, and to ensure where cases are complicated or sensitive, that the referral is progressed in the most effective manner.

- 4.1.11 The Supplier shall also provide telephone access to a Senior Doctor who will provide verbal advice within two (2) hours and written advice within one (1) working day where urgent medical advice is required (for example in the event of Defra Personnel being exposed to a known substance).

4.2 Online Portal

- 4.2.1 The Supplier shall provide and maintain an online portal to support the Services. The Supplier shall ensure that the successful operation of the Portal shall not be dependent on Defra providing employee hierarchy information in advance of the portal going live. The Supplier shall ensure that the portal shall provide as a minimum, but not limited to:

- Web based access;
- Secure log-in by Defra group Personnel;
- Separate access for each Contracting Authority
- Ability for a small number of staff to be able to use more than one Contracting Authorities section of the portal;
- General information on the Services;
- Input and transfer of Defra Personnel referrals;
- Case management and tracking;
- Health screening and surveillance referrals, monitoring and tracking;
- Access to all Supplier standard training materials which they include as part of their standard Service offering; and
- Management Information in an agreed downloadable format.
- Equality, Diversity & Inclusion (EDI) Accessibility – including (but not limited to) compatibility with read out software and visuals that cater to various EDI needs.
- Intuitive and prescriptive error messages.

- 4.2.2 The portal shall provide separate Ergonomic and Assistive Technology Assessment access and Payment options- The Supplier must be able to enable managers to:

- Choose and arrange the assessment required
- Make payment for the assessment (including via invoice and corporate credit card according to each organisations requirement) from their local budget
- Receive the report of recommendations
- Access to the portal via nominated ‘super users’ within each organisation

The Supplier will need to be able to work with each organisation to meet their individual finance processes.

- 4.2.3 The Supplier shall ensure that online portal is available fifty two (52) weeks a year, Monday to Friday 08:00 to 18:00, excluding UK Public and Bank Holidays, except for agreed downtime and maintenance which will be agreed with the Defra at least three (3) working days in advance of such work being carried out and alternative access provision agreed.
- 4.2.4 The Supplier shall agree if the Services shall be available outside of these core hours, including evening, weekends, Public and Bank Holidays.
- 4.2.5 The process required to establish and use the online portal will be agreed with Defra at mobilisation stage at no extra cost to Defra.
- 4.2.6 The Supplier shall work with Defra IT to ensure that the registration process and use of the portal is compatible with Defra's IT - at no extra cost.
- 4.2.7 A sample of Defra Personnel who access the online portal shall be requested to complete a confidential questionnaire which targets feedback on the online portal in relation to its effectiveness, accessibility, and relevance. Such results will be anonymised and provided to Defra as part of the monthly management information.

4.3 Publicity and Promotion

- 4.3.1 The Supplier shall provide Defra with high quality and inclusive publicity and promotion products, where requested at no extra cost, which reflects a modern and diverse workforce.
- 4.3.2 The Supplier shall work with Defra to agree a series of on-going publicity and general promotional material and initiatives throughout the term of the proposed Call Off Contract to highlight awareness of the Services.
- 4.3.3 The Supplier shall work closely with Defra to support any health initiatives which target specific health issues or underrepresented groups, such as Black, Asian and Minority Ethnic (BAME) employees.
- 4.3.4 The Supplier shall use a range of delivery methods which are compatible with Defra IT systems (for example MS Teams) including but not limited to:
- Webinars;
 - Secure Video Calling
 - Telephone broadcasts; and
 - Aide memoires.
- 4.3.5 The Supplier shall ensure that any IT delivery platform is approved by Defra in advance.
- 4.3.6 The Supplier shall ensure that any material provided shall be agreed in advance by Defra group and contain branding specific to Defra if required.

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

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

The Supplier shall ensure that this information is also provided as written guidance documents which are periodically reviewed and updated – ensuring that Defra are advised when updates are made.

4.4 Referrals from Defra

- 4.4.1 The supplier shall provide guidance documents and/or presentations on the process set out below in order to assist the Contracting Authorities in training authorised representatives ("Referring Managers") on how to make referrals.
- 4.4.2 The Supplier shall provide an online referral Service through the online portal whereby Defra authorised representatives ("Referring Managers") shall electronically refer Defra Personnel to the Services, unless agreed otherwise at the Call Off stage.
- 4.4.3 Where requested by a Contracting Authority, the Supplier will ask specified contacts in the Contracting Authority (e.g. HR Business Partner team) to approve each referral received before progressing it.
- 4.4.4 The Supplier shall provide free of charge alternative methods of referral access to the online portal, including but not limited to telephone referrals and the provision of paper based referral, where access to the supplier's portal is unavailable due to theirs or their supply chains actions or inactions. The Supplier shall agree the alternative methods of referral with Defra at mobilisation stage.
- 4.4.5 The Supplier shall also provide free of charge alternative methods of referral access to the online portal, including but not limited to telephone referrals and the provision of paper based referral, where Defra IT fails or do not have the necessary IT infrastructure, Data security levels or relevant Personnel do not have IT access. The Supplier shall agree alternative methods of referral with Defra at Call Off stage.
- 4.4.6 The Supplier shall work with Defra to agree the format of telephone referrals and the format of paper-based forms where these have been agreed as an alternate method of referral.
- 4.4.7 The Supplier shall develop with Defra online referral forms and online questionnaires which the Supplier shall use:
- To triage referrals;
 - Make decisions based on the information provided to determine the relevant Services required; and

- Identify where no further intervention is required.
- 4.4.8 The Supplier shall make amendments to the referral forms from time to time and as mutually agreed with Defra at the Call Off stage.
- 4.4.9 The online referral form shall capture the following information as a minimum about the referral:
 - Relevant Defra Personnel and Referring Manager details including contact details – identifying preferred method of contact;
 - Defra Personnel consent and an instruction that the referrer should not share the final report without consent;
 - Details of any Defra Personnel engaged in the case;
 - Reason for referral and Services requested where known (e.g. attendance management, fitness for work assessments, inoculations);
 - Defra Personnel job description and their specific role and work patterns;
 - Any workplace adjustments which are known to be in place for the Defra Personnel;
 - Questions relating to the referral (form to include prompts on commonly asked questions). There should be no restriction on the number of questions which can be asked;
 - Supplementary information that may be pertinent to the case – including whether there have been other related referrals.
- 4.4.10 The Supplier shall ensure that all referrals meet the relevant Defra procedures. Such procedures may include:
 - In-work referrals for Defra Personnel who are not absent from the workplace but who may be experiencing issues in the workplace;
 - Approval processes required by the Contracting Authority
 - Day 1 sick absence referral;
 - Day 1 sick absence referral for musculoskeletal and mental health issues including stress; and/or
 - Day 6 absence referral.
- 4.4.11 The Supplier shall ensure referrals meet the Defra agreed procedures. If the referral does not meet the agreed standards the Supplier shall inform the Referring Manager and direct them to the relevant internal guidance.
- 4.4.12 The Supplier shall, on receipt of the referral:
 - Where required by the Contracting Authority, seek approval from the specified contact (e.g. HR Business Partner)
 - Determine the relevant Service required for the Defra Personnel;

- Identify returning cases that should be treated as a case review not a new referral;
- Identify alternative methods of resolution such as a case conference;
- Book a consultation for the employee with an occupational health adviser or occupational health physician as appropriate, provided that a clinical assessment determines that one is required or as approved in advance by Defra;
- Contact Defra Personnel and/or Referring Manager to arrange a mutually acceptable appointment time; appointments booked outside of this process will not be subject to cancellation/did not attend (DNA) charges
- Notify Defra Personnel and Referring Manager of the scheduled appointment electronically and/or by telephone/text; and/or by letter, depending on their preferred method of contact;
- Ensure consistency in allocated Supplier Staff for Defra Personnel cases particularly where the case is a review or the case has previously been managed by an occupational health physician;
- Obtain all required consents from Defra Personnel; and
- Pass all details of the referral to the relevant Supplier Staff to enable delivery of the Services.

4.5 Attendance Management Advice and Assessments

4.5.1 The Supplier shall provide attendance management advice and assessment, where a referral relates to the attendance management of the Defra Personnel. The Supplier shall:

- Carry out an initial assessment of the Defra Personnel via telephone, using recognised assessment methods, unless otherwise agreed with Defra;
- Offer clear advice to Defra Personnel and Referring Manager on what the Defra Personnel can do to remain in or return to work, including any physical or role and procedure adjustment (also known as soft adjustments to work patterns or duties) that may be necessary to support this; advice will be in line with current Defra HR policy
- 'De-medicalise' situations by focusing on capability and providing practical advice;
- Work with appropriate specialist organisations to provide Defra Personnel with advice and recommendations to manage specialist needs e.g. dyslexia, Asperger's Syndrome;
- Keep the Referring Manager informed of case progress through an electronic portal or via the telephone support Services and/or e-mail. Such updates should be weekly at a minimum; and

- Maintain accurate records of all appointments and case notes, including updates made to the Referring Manager.
- 4.5.2 The Supplier shall determine when an assessment should be delivered at the Defra Personnel's home, e.g. when the Defra Personnel has a disability or medical condition that is so severe that it prevents them from travelling.
- 4.5.3 The Supplier shall obtain approval in advance from Defra before such home visits take place.
- 4.5.4 The Supplier shall determine the need for further medical evidence if the Defra Personnel's case cannot be progressed without it.
- 4.5.5 The Supplier shall gain approval from Defra Personnel before requesting further medical evidence and shall support the request with evidence confirming its relevance.
- 4.5.6 The Supplier shall ensure that further medical evidence reports are requested from a specialist or General Practitioner within two (2) days of the need having been identified by the Supplier.
- 4.5.7 The supplier will monitor progress and chase the Specialist or GP every two weeks. Defra will require an escalation process to be applied if information is not forthcoming after 3 months. The supplier may also encourage the Employee to chase, if required.
- 4.5.8 The Supplier shall provide objective, independent, comprehensive medical advice to the Referring Manager and Defra Personnel of the actions and/or measures to resolve the referral, following an assessment including at a minimum:
 - Any workplace adjustments recommended, including those recommended by the Equality Act 2010;
 - A phased return to work in compliance with current Defra HR policy;
 - Advice on the prospects of the Defra Personnel's return to full capability;
 - Advice on underlying medical conditions and identification of any health, safety and wellbeing risks to that Defra Personnel;
 - Generic advice on health-related matters, including specific conditions or illnesses, responsibility under duty of care, possible preventative measures and opportunities for active intervention including signposting the Defra Personnel to further sources of advice and support.
 - In line with General Medical Council (GMC) guidelines, where Contracting Authorities Personnel choose to receive the reports before they are sent to the Referring Manager, the Referring Manager will be notified of this delay
- 4.5.9 The Supplier shall provide advice if a Defra Personnel has a progressive or terminal illness, and where appropriate, make recommendations

to Defra on how to support the Defra Personnel in the workplace and signpost the Defra Personnel to additional sources of information and support.

- 4.5.10 The Supplier shall assist Defra Personnel with a detailed hand-over to other relevant support services, including (though not limited to) Employee Assistance Programme, Assistive Technology, IT and specialist furniture provision - which may be provided by Defra or other external organisations. The Supplier shall ensure that any recommendations to transition to other support services is documented in the case report.
- 4.5.11 The Supplier shall determine where a Defra Personnel requires urgent psychological support. The Supplier shall have a seamless process in place to refer the Defra Personnel to immediate support via the appropriate pathway – including emergency services, Defra Employee Assistance Programme supplier or other psychological support services.
- 4.5.12 The Supplier shall ensure that the referrer is notified of Defra Personnel failing to attend appointment within one (1) working day of an appointment being missed.

4.6 Attendance Management Case Reports

- 4.6.1 The Supplier shall provide Attendance Management case reports to Defra where a referral relates to the attendance management of a Defra Personnel.
- 4.6.2 The Supplier shall confirm that all relevant patient consents have been requested and granted and where not granted state the impact this may have or likely to have on the case. Where patient consent has not been granted only such information as can otherwise be disclosed shall be included in case reports.
- 4.6.3 The Supplier shall include the following in case reports as appropriate:
 - Medical terms shall be explained;
 - A concise summary of the relevant medical issues, including physical and/or mental health problems;
 - Assessment of the Defra Personnel's fitness for work;
 - Advice on the prospects of a Defra Personnel's return to full capability (taking the needs of Defra into account);
 - Advice relating to lifestyle issues (for example drugs, alcohol, diet and exercise);
 - Expected sickness absence levels of the Defra Personnel;
 - Identification of any work-related health, safety and wellbeing risks impacting the case (including infections);
 - Advice on whether the Defra Personnel's illness or injury is work-related;

- The Defra Personnel's prognosis, rehabilitation plan, advice to support case resolution and to help the Defra to manage any unexpected outcome, with an indication of likely timescale for case resolution;
- A note of the discussion between the Defra Personnel and Supplier Staff on what steps the Defra Personnel is taking, if any, to improve their circumstances;
- Confirmation of and clinical justification for a further review of the Defra Personnel's case where relevant;
- A determination if the Equality Act 2010 is likely to apply, how it is relevant and what workplace adjustments should be considered including the reasons why, and the likely duration that the adjustment will be required for;
- Where the Equality Act 2010 does not apply, a recommendation on what workplace adjustments should be considered, the reasons why and the duration for which they may be required;
- A balanced assessment of Defra Personnel perception versus clinical opinion;
- Summary recommendations, supported as required by medical evidence, providing a clear recommendation of any actions that a line manager should take;
- A review of whether ill-health retirement should be considered for the Defra Personnel;
- Confirmation that the Defra Personnel has been asked that a copy of the case report can be forwarded to their GP and whether this has been consented to;
- The relevant Supplier Staff's contact details for further clarification on any aspect of the case report;
- Inclusion of GP and/or specialist reports;
- A recommendation if the Defra Personnel should be referred to the Employee Assistance Programme services or other services offered by Defra;
- An explicit recommendation if a work-related injury or ill-health should be reported to the Health and Safety Executive (HSE) under Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR);
- A recommendation if a work-related injury or ill health might be appropriate for referral to the Civil Service Benefits Injury Scheme or other such schemes as may be noted by Defra group;
- A recommendation on the actions needed if the Defra Personnel has come into contact with someone suffering from an infectious disease or condition. Where relevant, the Supplier will also specify

whether the Health and Safety Executive (HSE) or Local Authority need to be informed; and

- A clear indication of likely timescale for case resolution.

- 4.6.4 The Supplier shall provide support to Defra in the preparation of material required for an employment tribunal or court.
- 4.6.5 The Supplier shall on request provide Defra group with the content of any occupational case reports or advice to support employment or pensions related decisions, including dismissal on ill health grounds or to defend Employment Tribunal proceedings in an Employment Tribunal and/or personal injury claims in the County Court or High Court.
- 4.6.6 The Supplier should only provide Defra with the information that the employee has consented to allow their employer (Defra) to be given.
- 4.6.7 From time to time Defra group may require the relevant person at the Supplier Staff who was responsible for producing a case report or advice to make themselves available to discuss their report/advice with lawyers acting for Defra and/or to attend Court or Tribunal for the purposes of giving evidence. Where such a request is made the Supplier shall use all reasonable endeavours to procure the Supplier Staff's attendance.
- 4.6.8 The Supplier shall provide additional and/or clarify information where requested by Defra. This shall be considered part of the case report and not additionally charged to Defra.
- 4.6.9 The Supplier shall deliver a case report based on information held on file and not based on further assessments of the Defra Personnel where requested by Defra. Examples of such information on file could be previous occupational health assessments and support provided or further medical evidence reports.
- 4.6.10 The Supplier shall ensure that occupational health advisor telephone or video conference consultations are held and reports provided to the Defra within four (4) working days of a Defra Personnel referral.
- 4.6.11 The Supplier shall ensure that occupational health physician telephone consultations are held and reports provided to the Defra within seven (7) working days of Defra Personnel referral.
- 4.6.12 The Supplier shall ensure that occupational health advisor or occupational health physician face to face consultations are held and reports provided within 10 working days of Defra Personnel referral (including confirmation of appointment to the Defra Personnel and Referring Manager).

4.7 Case Conferences

- 4.7.1 The Supplier shall attend and participate in case conferences as required by Defra. Case conferences shall take place on an ad-hoc basis for any complex cases, to monitor attendance management cases, Health Surveillance and shall be conducted for one or more cases as requested by Defra.

4.7.2 The Supplier shall:

- Ensure case conferences focus on recommendations to resolve long-term sickness absence and cases of repeated short-term absences where a medical condition may be the cause;
- Provide verbal and written case reports including a summary of the case, prognosis, likely length of absence, workplace adjustments required and recommendations and actions required by either the Supplier, Defra and/or the Defra Personnel; and
- Provide Defra with details of any recommendations made by the Supplier to Defra Personnel and with which Defra Personnel disagrees.

4.7.3 The Supplier shall be advised that attendees at case conferences may include line management, HR, relevant Supplier Staff (such as the occupational health advisor), a member of Defra workplace adjustments team, health and safety advisor, wellbeing advisor, a trade union representative and/or legal advisor, where the Defra Personnel has given prior agreement.

4.7.4 The Supplier shall be advised that case conferences shall be delivered by telephone, face-to-face, video, on-site and/or off site as required by Defra.

4.7.5 The Supplier shall ensure that ad hoc case conferences take place within 5 working days of request by Defra.

4.7.6 The Supplier shall ensure multiple case conferences (including collation of referrals) take place within ten (10) working days of request by the Defra.

4.8 Ill-Health Retirement

4.8.1 The Supplier shall make recommendations to Defra to support them with Ill-Health Retirement cases when requested.

4.8.2 The Supplier shall assist Defra to gather and collate medical evidence to support the Medical Advisor to the Principal Civil Service Pension Scheme (PCSPS), ill-health retirement scheme for Defra, Local Government Pension Scheme or other relevant pension scheme on applications for ill-health retirement.

4.8.3 The Supplier shall not make a decision whether Defra Personnel qualifies for ill-health retirement.

4.8.4 The Supplier shall, on request, provide Defra with an opinion on the likelihood of the Defra Personnel meeting the criteria for ill-health retirement to enable Defra to determine if a formal retirement application should be made for the Defra Personnel.

4.8.5 The Supplier shall provide such opinion, based on a paper review of existing medical evidence provided to the Supplier, or via a further medical examination of the Defra Personnel.

- 4.8.6 The Supplier shall provide an electronic report of the opinion to Defra once the Defra Personnel consent has been gained.
- 4.8.7 The Supplier shall work with other suppliers of medical services which support ill-health retirement applications and Industrial Injury cases as needed in the collation of evidence for such cases.
- 4.8.8 The Supplier shall ensure that further medical evidence reports are requested from a specialist or General Practitioner within two (2) days of the need having been identified by the Supplier
- 4.8.9 The supplier will monitor progress and chase the Specialist or GP every two weeks. Defra will require an escalation process to be applied if information is not forthcoming after 3 months. The supplier may also encourage the Employee to chase, if required.
- 4.8.10 The Supplier shall provide Defra with a copy of a medical in confidence report which contains a breakdown of known medical information in sealed envelopes to support ill-health retirement requests. The report may also be used to support injury benefit requests and in response to subject access requests.
- 4.8.11 The Supplier shall provide all medical opinion reports to the Defra within ten (10) working days of request.

4.9 Pre-Appointment and Pre-Enrolment Check

- 4.9.1 The Supplier shall provide pre-appointment and pre-enrolment checks on behalf of Defra. The questions asked to carry out these checks will be subject to pre-approval by Defra.
- 4.9.2 The Supplier shall (where requested) provide pre-interview assessments for Defra and/or potential Defra Personnel.
- 4.9.3 The Supplier shall work with Defra to determine the type and level of medical assessment for Defra and/or potential Defra Personnel.
- 4.9.4 The Supplier shall, in line with Defra recruitment processes:
- Provide an online assessment Service that will automatically return clearance where the potential Defra Personnel responses conclude medical fitness;
 - Assess fitness in relation to specific job requirements. This includes working with Defra to provide guidance and clarity on referral questions to ensure that referrers request the appropriate assessment;
 - Identify health surveillance requirements including a baseline of the Defra Personnel health status against which to measure future health surveillance tests – including, but not limited to baseline hearing, baseline Hand Arm Vibration Syndrome testing, baseline spirometry where appropriate;
 - Where practicable and where requested by Defra, the health surveillance assessment and fitness for task test shall be conducted at the same time;

- Provide mandatory pre-employment substance misuse testing for drugs and alcohol, under the security clearance process required by some Defra organisations;
- Advise (including signposting) on any workplace adjustments including the provision of specialist equipment, which may be required in order to support Defra Personnel or potential personnel with a pre-existing condition to carry out a role or participate in an interview;
- Provide automatic escalation of the case where required;
- Highlight if the Defra Personnel is likely to be covered by the Equality Act 2010 and provide clear advice and guidance on any adjustments to the work/interview environment, required under the Equality Act 2010, taking account of the job specification/interview format;
- Provide a report to Defra following online screening within twenty-four (24) hours of screening;
- Provide an occupational health adviser written opinion following online assessment to Defra within two (2) working days of assessment;
- Provide Defra Personnel with a face to face assessment within five (5) working days of request; and
- Provide Defra with a written opinion following telephone and face-to-face assessment within two (2) working days of the assessment.

4.10 Fitness for Task and Safety Critical Work Services

- 4.10.1 The Supplier shall carry out fitness for task and safety critical work medical assessments to ensure that Defra Personnel can safely do a specific job or task.
- 4.10.2 The Supplier shall ensure that all fitness for task and safety critical work assessments and reports are completed within ten (10) working days of referral.
- 4.10.3 The assessments shall:
 - Enable Defra to comply with relevant health and safety legislation and the Defra policies and procedures;
 - Determine if the Defra Personnel is suffering from any medical condition or undergoing medical treatment which could impact on their ability to undertake a safety critical task or pose a significant risk to themselves or others; and
 - Deliver mandatory substance misuse testing for drugs and alcohol, as required under the security clearance process as requested by Defra.
- 4.10.4 The Supplier shall provide assessments, which will include but not be limited to:

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

- Working at height assessments.

4.11 Surveillance Services

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

4.11.2 The Supplier shall work with Defra to:

- Identify the tasks which legally require surveillance Services to be provided;
- Develop agreed health surveillance protocols in partnership with Defra in the event of an occupationally acquired disease outbreak, for example, the development of a communication strategy;
- Identify those Defra Personnel who require surveillance Services;
- Project manage and co-ordinate the programme including time-lines and administration as required by Defra;
- Record and monitor all surveillance Services provided, act in accordance with all legal requirements and provide a report to evidence this. This report should be provided monthly and a final version should be provided at the end of the programme.
- Deliver surveillance Services as requested by Defra; meeting any specified timeframes set by each of the Contracting Authorities (for example, the Environment Agency programme runs from April until October and the Forestry Commission and Forest Research programme starts in May and needs to be completed by the end of December)
- Manage the running and administration of the Services, including contacting specified contacts directly to agree suitable dates of assessments for their team and providing any necessary paperwork;
- Inform the Contracting Authorities of any possible delays to the programme caused by a delay in receiving information from Contracting Authorities Personnel (e.g. Tier 2 HAVS questionnaires or agreement of screening dates), to give the Contracting Authorities sufficient time to follow this up and avoid cancellation charges
- All cases where a new diagnosis of occupational disease is believed to have been diagnosed should be reviewed by the Supplier's Chief Medical Officer before explicitly confirming the diagnosis to Defra
- Report immediately to Defra if Defra Personnel are suffering work related exposures or are at risk of being exposed; -this should be reported to a nominated point of contact within the Defra organisations by telephone, in addition an outcome letter issued to the Contracting Authorities Personnel's line manager, the template format of this letter will be agreed with the Defra organisations

- All recommendations within reports must be explicit and not open to interpretation;
 - Provide Defra Personnel with the content of the health surveillance test and gain their consent to release it to Defra;
 - Provide all required documentation to Defra to enable accurate records to be maintained.
 - The Supplier shall record, monitor and track all outcomes and be able to provide outcome reports to Defra on request; and
 - The Supplier shall automatically arrange and confirm follow up appointments as recommended in reports;
- 4.11.3 The Supplier shall ensure all assessments are developed in line with clinical best practice, relevant legislation and published industry practices. This will include taking into account historic records where clinically beneficial and prior approval has been provided by the Defra Personnel.
- 4.11.4 The Supplier shall ensure that surveillance Services are undertaken by suitably skilled and experienced occupational health physicians,
- 4.11.5 The Supplier shall provide Surveillance Services, which include, but are not limited to:
- Air quality & compressed air;
 - Animal allergy;
 - Asbestos health check;
 - Audiometry
 - Blood Born Viruses and Body Fluid Exposure Assessment and Management;
 - Confined spaces assessment
 - Dermatology/skin assessment;
 - Drug and alcohol testing;
 - Fitness to travel overseas – dependent;
 - Fitness to travel/work overseas – online or paper-based questionnaire;
 - Functional capacity evaluation;
 - Grain sampling exposure;
 - HAVS (Hand Arm Vibration Syndrome);
 - Health standards (Maritime and Coastguard Agency volunteers);
 - Hostile environment training;
 - Ionisation radiation medicals;
 - Needle Stick Injury Management
 - Noise assessment / hearing surveillance;

- Potential exposure to dangerous chemicals or biological warfare agents or other dangerous fumes;
 - Respiratory health surveillance;
 - Road fuel testing unit health surveillance;
 - Skin condition surveillance, and provide training for in house monitoring to be carried out by nominated Contracting Authorities Personnel
 - Exposure to high risk hazards such as; asbestos, lead, substances in schedule 6 of the COSHH regulations, ionising radiation and work in compressed air;
 - Biological monitoring or biological effect monitoring is required to measure and assess uptake and/or effects of exposure to substances – including, but not limited to, Chromium and Nickel;
 - Spirometry/lung function tests; and
 - Psychological assessments.
 - Nerve Conduction Testing
- 4.11.6 The Supplier shall ensure that all health surveillance and monitoring assessments and reports are completed within ten (10) working days of referral.
- 4.11.7 The Supplier shall ensure that all paper based screening or assessments to be completed within three (3) working days of referral.
- 4.11.8 The Supplier shall ensure that any additional bespoke timescales requested by Defra are met. For example, the Environment Agency timeline is:
- Questionnaires and suggested site based clinic dates to be issued to relevant Defra Personnel within ten (10) working days of the start of the programme
 - Confirmation of which Defra Personnel need to be seen at a site-based clinic to be confirmed within fifteen (15) working days of questionnaires being returned to the Supplier
 - All site based clinics to be carried out as specified within the Defra agreed timeline and scheduled with the local coordinator, but to be carried out within thirty (30) working days
 - All site based clinic reports to be completed and provided to Defra within twenty (20) working days of each clinic being carried out
 - Any additional assessments required as a result of site based clinics to be completed within fifteen (15) working days of each clinic being carried out and subsequent reports to be completed and provided within a further ten (10) working days

4.12 Hearing Tests

- 4.12.1 The Supplier shall provide hearing tests for Defra Personnel (for reasons including but not limited to) who:
- have a diagnosis of hearing loss
 - are in roles where good hearing is safety critical; have experienced a noise incident at work;
 - are experiencing hearing problems at work;
 - are concerned that their hearing has been adversely affected by their work;
 - whose performance at work is affected by a hearing problem; and
 - are required to wear covert earpieces.
- 4.12.2 The Supplier shall provide an assessment for Defra Personnel who are suffering with symptoms of acoustic shock that persist beyond a day or if there is a persistent hearing problem that affects their ability to do their work that is not due to equipment problems or an acute medical condition.
- 4.12.3 The Supplier shall ensure that, if as a result of a test, a problem is identified the Defra Personnel shall be referred to their GP for further investigation or treatment.

4.13 Baseline Hearing Tests

- 4.13.1 The Supplier shall provide baseline-hearing tests for the Defra Personnel, prior to occupational exposure to noise in accordance with the Control of Noise at Work Regulations 2005.
- 4.13.2 The Supplier shall ensure that they support Defra in their duty of care to Defra Personnel, for example those working in a potential explosion site(s), with regular audiometry for hearing conservation/surveillance programmes.

4.14 Baseline Hand Arm Vibration Syndrome Tests

- 4.14.1 The Supplier shall provide baseline Hand Arm Vibration tests for Defra Personnel, prior to occupational exposure to vibration in accordance with the Control of Vibration at Work Regulations 2005.
- 4.14.2 The Supplier shall ensure that they support Defra in their duty of care to Defra Personnel, for example those working with potentially high vibration equipment with regular conservation/surveillance programmes.

4.15 Baseline Spirometry Tests

- 4.15.1 The Supplier shall provide baseline Spirometry tests for Defra Personnel, prior to occupational exposure to respiratory sensitisers and other substances in accordance with the Control of Substances Hazardous to Health Regulations 2002.
- 4.15.2 The Supplier shall ensure that they support Defra group in their duty of care to Defra Personnel, for example those working with respiratory sensitisers with regular conservation/surveillance programmes.

4.16 Immunisations, Vaccinations, Inoculations, Medications and Blood Tests

- 4.16.1 The Supplier shall provide Defra Personnel with immunisations, vaccinations, inoculations, blood tests and/or medications (together called “Treatments”)
- 4.16.2 The Supplier shall provide Treatments to Defra Personnel as required in the course of their role and as authorised by Defra and shall work with Defra to develop programmes and support ad-hoc requests for the delivery of specific Treatments which shall be made available to Defra Personnel.
- 4.16.3 The Supplier shall provide and use an online booking tool to effectively manage and support the delivery of clinics providing these Services.
- 4.16.4 The Supplier shall:
- Work with Defra to assess the risk factors of job roles and develop programmes of Treatments for groups of Defra’ Personnel who have been identified as being “at risk” and who would benefit from specific Treatments;
 - Work with Defra to identify job roles which require Treatments and regularly review and maintain such information for Defra;
 - Provide UK wide coverage for all Treatments, whether for individual Defra Personnel or the delivery of programmes of Treatments;
 - Work with Defra contracted Suppliers to fully carry out Treatments and pre-travel checks and assessments;
 - Provide travel clinics on request;
 - Deliver Treatments at Defra premises where this represents the most cost effective and/or efficient means of delivering the Services;
 - Have documented clear procedures for response to sharps injury, including speedy access to appropriate prophylaxis treatments; and
 - Provide responsive screening where there is a threat of infection to Defra Personnel (e.g. a needle stick or bite injuries) on request.
- 4.16.5 The Supplier shall comply with all relevant UK legislation and guidelines, including:
- Public Health England Standards (PHE);
 - Control of substances hazardous to Health Regulations (COSHH);
 - Health and Safety at Work Act 1974;
 - Health and Safety Executive (HSE) Guidance;
 - The Green Book – Immunisation Against Infectious Diseases 2013; and
 - National Travel Health Network and Centre (NTHNC) advice and guidance standards.

- 4.16.6 The Supplier shall, in the delivery of Treatments, whether as part of a programme of Treatments or to individual Defra Personnel:
- Inform Defra Personnel as to the full scope of the Treatment, including pre and post assessments, the number of Treatments required to complete a course and the frequency of Treatments;
 - Provide general healthcare advice to support Defra Personnel throughout the Treatment;
 - Provide all consumables to support the delivery of the Treatments (e.g. gloves, needles);
 - Ensure all medical waste is disposed of in accordance with waste regulations and, if applicable, use the waste hierarchy: prevent – reuse – recycle – recover - dispose;
 - Maintain comprehensive patient records of all Treatments, and deliver recall notifications and make appointments for Defra Personnel where they require a follow up appointment, periodic re-testing or booster Treatment;
 - Inform Defra if Defra Personnel has failed to attend an appointment for Treatment and has not booked a replacement appointment;
 - Provide appropriately skilled Supplier Staff as required for the delivery of any Treatment in line with published guidelines; and
 - Provide the Defra Personnel with the most up to date public health advice including, at a minimum, travel warnings, restrictions, medical and/or disease risks.
- 4.16.7 The Supplier shall ensure that Defra Personnel fully understand the impact of all Treatments on existing or underlying health conditions so that any risks can be managed and/or mitigated against.
- 4.16.8 The Supplier shall gain written consent from Defra Personnel, ensuring that the risks have been explained to them before accepting any course of treatment.
- 4.16.9 The Supplier shall book an appointment for Defra Personnel upon receipt of a request for treatment from Defra.
- 4.16.10 The Supplier shall book appointments for Treatments for Defra Personnel within a reasonable travelling distance of the Defra Personnel's home, but no more than one hour's travelling distance by public transport, from the Defra Personnel's home office location.
- 4.16.11 The Supplier shall ensure availability of Services for Defra Personnel who have short notice and/or out of normal office hours travel requirements for example, essential Defra Personnel required overseas urgently.
- 4.16.12 The Supplier shall administer Treatments for Defra Personnel who have undertaken a fitness for posting overseas assessment and received recommendations of required Treatments from other specialist

suppliers engaged by the Defra. The Supplier shall ensure that such treatments are approved in advance by Defra.

4.16.13 The Supplier shall confirm the process for the delivery of Treatments, where Defra require Treatments for specialist groups (for example, high containment laboratory workers) and shall agree the Charges for these additional Services in advance with Defra.

4.16.14 Table 1 - Immunisations, Vaccinations, Inoculations

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

<u>Table 1 - Immunisations, Vaccinations, Inoculations</u>
Anthrax
BCG
Cholera oral full course
Combined Diphtheria, Tetanus and Polio
Combined Hepatitis A + B
Combined Hepatitis A + B (paediatric)
Combined Hepatitis A + Typhoid
Diftavax (Combined Diphtheria and Tetanus)
Diphtheria
Flu
Hepatitis A
Hepatitis B
Hepatitis C
Hepatyrix

Japanese Encephalitis
Junior Hepatitis B
Mantoux test
Meningitis ACWY
Meningococcal Meningitis
Polio
Rabies
Rubella
Tuberculosis (TB)
Tetanus
Tick Encephalitis
Tick Encephalitis (Junior)
Typhoid
Typhoid (Oral)
VZV (Chicken pox)
Yellow Fever

4.16.15 **Table 2 – Blood Tests**

- (a) The Supplier shall provide Defra Personnel with blood tests as requested.
- (b) The Supplier shall carry out the blood tests listed in Table 2 below for Defra Personnel as required in the course of their duties both at home and overseas. In certain circumstances, Defra may request the use of a specialist laboratory.
- (c) The Supplier shall ensure that, if, as a result of the blood tests carried out the Supplier identifies that Defra Personnel requires a course of Treatment and/or a vaccination, inoculation or further blood tests then the Supplier shall prescribe the relevant Treatment.
- (d) The Supplier shall request approval from Defra if, other medication or Treatment is required before administering such Treatment.

- (e) The Supplier shall refer the Defra Personnel to their GP and or NHS Primary Care should other conditions be identified which require that the Defra Personnel receive additional Treatment.
- (f) The Supplier shall provide the blood tests listed, including but not limited to:

Table 2 - Blood Group
Blood Tests - Hepatitis A Antibody
Blood Tests - Hepatitis B Antibody
Blood Tests - Hepatitis C Antibody
Blood Tests – Rabies
Diphtheria immunity
Hepatitis B Surface Antigen
HIV Antibodies
Rubella Antibodies
Urine Cytology
Brucella
Q Fever
T Spot Test – TB

4.16.16 **Table 3 – Medications**

- (a) The Supplier shall provide Defra Personnel with medications when requested by Defra.
- (b) The Supplier shall prescribe the medications listed in Table 3 below to Defra Personnel as required for the treatment of applicable medical conditions or in the course of their duties both at home and overseas.
- (c) The Supplier shall prescribe generic medications unless:
- Defra request a specific medication to be used. The Supplier shall check and confirm that such medication can be used for the purposes requested before it is administered;
 - Defra Personnel require a specific named medication for medical reasons;

- Published health advice recommends that generic products should not be used; and
 - Generic products are not available for the medication required. In such cases the Supplier shall use the published recommended product.
- (d) The Supplier shall provide the medications listed, including but not limited to:

Table 3 – Medications
Diarrhoea: Diarrhoea Treatment Kit
Diarrhoea: Loperamide
Insect Repellent: Diethyltoluamide (DEET – Insect repellent)
Broad spectrum: Doxycycline Tablets
Malaria : Chloroquine tablets
Malaria : Malarone tablets
Malaria : Malarone Paediatric tablets
Malaria : Avloclor tablets
Malaria : Mefloquine (Lariam) tablets
Malaria : Paludrine tablets
Insect Repellent: Mosi Guard 50% Spray
Insect Repellent: Mosi Guard Natural.
Influenza type A and B: Tamiflu

4.17 Health Screening Services

4.17.1 The Supplier shall provide a face-to-face health screening programme to Defra Personnel, including but not limited to:

- Lifestyle questionnaire;
- Body Mass index;
- Blood Pressure tests;
- Lung function tests (peak expiratory flow rate);
- Liver function (GGT);
- ECG;

- Diabetes testing; and
- Urinalysis and Haemoglobin test (cholesterol and random glucose).

4.17.2 The Supplier shall provide an enhanced face-to-face health screening programme, on request, to include but not limited to:

- Height and weight measurement;
- Body Mass index;
- Body fat percentage;
- Waist circumference;
- Hydration levels;
- Urine analysis;
- Full biochemistry profile including liver and kidney function;
- Blood glucose test for diabetes;
- Cholesterol profile;
- Dietary analysis;
- Functional movement assessment;
- Lung function test;
- Measurement of physiological resilience to stressors;
- Blood pressure;
- Resting ECG;
- Cardiovascular risk score;
- Chest x-ray (if clinically indicated);
- Bowel cancer test (45+ years);
- Testicular examination and guidance on self examination (male);
- Prostate cancer blood test (male - 50+years);
- Breast examination and guidance on self examination (female);
- Pelvic examination (female);
- Cervical smear;
- High vaginal swab (if clinically indicated);
- Thyroid function test (female – 50+years); and
- Mammography (40+years)

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

4.18 Physiotherapy Services

- 4.18.1 The Supplier shall provide physiotherapy Services and shall deliver these Services either:
- face-to-face;
 - via telephone;
 - via Secure Video conferencing;
 - using the online portal; and/or
 - paper based.
- 4.18.2 The Supplier shall provide the Defra Personnel with exercise and advice programmes that can be self-managed by the Defra Personnel.
- 4.18.3 The Supplier shall accept self-referral from Defra Personnel or from Referring Managers, in line with the Defra policies.
- 4.18.4 The Supplier shall provide Supplier Staff who are qualified as physiotherapists or suitably qualified to assess the needs of the Defra Personnel and determine if physiotherapy Services are an appropriate form of treatment.
- 4.18.5 The Supplier shall agree the criteria for face-to-face or video conferencing physiotherapy with Defra who will approve the number of sessions that can be offered to the Defra Personnel at mobilisation stage.
- 4.18.6 The Supplier shall provide face-to-face or video conferencing physiotherapy which shall accommodate Defra Personnel's mobility needs and shall be conducted in a location which meets such needs.
- 4.18.7 The Supplier shall provide a detailed assessment of the Defra Personnel's musculoskeletal injuries to identify any traumatic and trauma associated conditions.
- 4.18.8 The Supplier shall provide a report to the Defra Referring Manager if appropriate and the Defra Personnel, on the nature, extent and prognosis of each individual condition, including appropriate treatment programmes.
- 4.18.9 The Supplier shall provide fast track physiotherapy Services to Defra Personnel who present with a musculoskeletal disorder resulting from an acute injury, which may or may not be work-related.
- 4.18.10 The Supplier shall not provide this service to Defra Personnel with long-standing chronic conditions; such Defra Personnel shall be signposted by the Supplier to NHS Primary care.
- 4.18.11 The Supplier shall provide the Defra Personnel with a telephone assessment within four (4) working days of request.
- 4.18.12 The Supplier shall provide the Defra Personnel with an appointment and first face-to-face or virtual physiotherapy session within seven (7) calendar days of referral.
- 4.18.13 The Supplier shall provide the Referring Manager and the Defra Personnel with a report detailing the outcome of the treatment within two (2) working days of completion of treatment.

4.19 Workplace Assessments, Diagnostics and Adjustments

- 4.19.1 The Supplier shall provide Defra with workplace assessments, diagnostics and adjustments where requested. Defra shall inform Suppliers at mobilisation the arrangements for Referring Managers to request assessments, diagnostics and adjustments.
- 4.19.2 The Supplier shall conduct assessments of a Defra Personnel's workstation, workplace, driver/vehicle ergonomic or specialist requirements to determine what, if any, adjustments are required to support the Defra Personnel's ability to attend work or to carry out a particular job.
- 4.19.3 The Supplier shall ensure that role and procedure assessments are included in the overall assessment.
- 4.19.4 The Supplier shall ensure that assessments are appropriate for Defra Personnel with a diverse range of conditions, including neuro-diverse conditions.
- 4.19.5 The Supplier shall provide a report to Defra after an assessment listing recommended adjustments.
- 4.19.6 The Supplier shall only perform diagnostics where Defra has provided explicit instruction for the diagnostic to be undertaken. However, assessments shall not be withheld from Defra' employees without formal diagnosis.
- 4.19.7 The Supplier shall assess any existing workplace adjustments to determine if continued use of such provision is acceptable.
- 4.19.8 The Supplier shall ensure that all workplace assessments including those listed below take a maximum of ten (10) working days from referral to delivery of report to Defra.

4.20 Assessments Relating to Workplace Adjustments for Hearing and Visual Impairment

- 4.20.1 The Supplier shall provide Defra with specialist assessments relating to workplace adjustments for hearing and visual impairment where requested and/or where the Defra personnel are covered by the Equality Act 2010.
- 4.20.2 The Supplier shall carry out specialist hearing or visual needs assessments in the Defra Personnel working environment.
- 4.20.3 The Supplier shall provide a detailed report recommending suitable aids, adjustments, equipment, technology, training and/or specialist support for both Defra Personnel and the Referring Manager and make recommendations to the Defra Personnel of actions they can take to enable them to do their job effectively.

4.21 Dyslexia Workplace Needs Assessments

- 4.21.1 The Supplier shall provide Dyslexia Workplace Needs assessments where requested by Defra.
- 4.21.2 The Supplier shall carry out the assessment in the Defra Personnel working environment and shall provide a report to the Defra Personnel

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

4.22 Autism Workplace Needs Assessment

4.22.1 The Supplier shall provide Autism Workplace Needs Assessments where requested by Defra.

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

4.23 Dyspraxia Workplace Needs Assessment

4.23.1 The Supplier shall provide Dyspraxia Workplace Needs Assessments where requested by Defra.

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

4.24 ADHD Workplace Needs Assessment

4.24.1 The Supplier shall provide ADHD Workplace Needs Assessments where requested by Defra.

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

4.25 Ergonomic and Display Screen Equipment (DSE) Assessment

4.25.1 Defra requires a range of Ergonomic assessments to cover a diverse workforce and working environments. Some staff work from more than one location, or split their time between home and the office, or other third-party premises. Assessments should consider not just the work location, but the type of activity carried out by the employee in the various locations. E.g. some staff may only attend the office for meetings, so a full workstation set up is not required, and other may work at home only for short spells or research and reading. The Supplier will be ex-

pected to seek appropriate information for the purposes of the assessment to ensure that recommendations are proportionate to the work activity, frequency, and duration etc.

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

- Providing on-site workstation assessments in-line with Defra's policies;
- Providing off-site workstation assessments for those Defra Personnel who work remotely at home or in field locations;
- Assessment of ergonomics such as dust levels and lighting;
- Where appropriate and feasible, the supplier must be able to offer different options for delivery including face to face, and
- Providing on-line DSE Assessments via 'virtual' means over digital media (ideally via MS Teams as preferred option, or Zoom):
- Delivery of DSE assessor training for Defra personnel;
- Providing written advice on workstation suitability and configuration considering individual needs, health and safety requirements and any physiological conditions; and
- Advising, in report format, the requirement for additional / alternative ergonomic equipment and learning to support an individual whilst at work.
- Where applicable reports should identify any requirements for workplace adjustments in accordance with Equality Act 2010 (the report must state if the employee is formally covered by the Equality Act 2010) and provide recommendations for assistive technology (software/hardware) required for employees.
- Where applicable this will include recommendation for suitable training e.g. to use software. Where it is the best option for the individual, the supplier should recommend items of assistive technology available internally from Defra's existing suppliers.
- The supplier must be able to work with Defra (DDTS) to review and recommend common items which we may be added to purchasing catalogues.

4.25.3 Specialist Assessments are needed to identify factors that may be contributing to work-related pain. This includes anything that could be aggravating, contributing to, or even causing an employee to have discomfort whilst working with DSE equipment or their surrounding working environment. It should go beyond DSE compliance for workstation users, addressing specific aspects of workstation set-up, including measurements and photographs to produce a more detailed picture and recommend early ergonomic interventions. Following the assessment, a detailed report must be provided to the referrer, along with a list of recommended interventions.

- 4.25.4 If the assessment identifies requirements for specialist furniture, equipment or assistive technology, the provider must only recommend items from Defra's agreed catalogues with their approved suppliers. If the most suitable equipment recommended is not on the Defra list the provider should give thorough details of where it can be purchased and why Defra equipment is not sufficient.
- 4.25.5 The Supplier must liaise regularly with the relevant contacts within Defra to ensure they are familiar with the most up to date suppliers' catalogues.
- 4.25.6 The Supplier shall provide the following specific services:
- 4.25.7 **Basic DSE assessment** – provided on request providing recommendations on compliance with Display Screen Equipment Regulations. Assessment to be typically 20-30 minutes duration, on a one-to-one basis, to assess the employee's workstation (home, workplace or via virtual means) covering the DSE used, basic set up/adjustment to chair, desk etc. General guidance to be given at point of assessment with follow up by electronic or paper-based report to provide recommendations on any further solutions required.
- 4.25.8 **Ergonomic DSE Assessment** – providing a more in-depth assessment on request from an individual user, taking a more detailed approach than the basic DSE assessment. Assessment to be typically 45-60 minutes duration on a one-to-one basis performed at the employee's workplace. Training and guidance to be given at point of assessment, along with an agreed action plan and suggestions of solutions to trial, with follow up by electronic or paper-based report. The Supplier shall provide a written report to comprise information such as identification of musculoskeletal disorders, historic and current issues, summary and working habits.
- 4.25.9 **Home Worker/Mobile Assessments** - Supplier shall provide a basic or ergonomic DSE assessment which shall be adapted to suit Defra's mobile and flexible workforce. The Supplier shall provide assessment on a one-to-one basis at the employee's home or other location. Other locations may need to include assessment of factors such as using mobile DSE equipment whilst travelling, and various working environments for example on farms and other third-party premises etc.
- 4.25.10 **Laboratory, Airport and Warehouse Ergonomic Assessments** - Ergonomic assessments may also be required for workers in laboratory, airport and warehouse environments which may involve use of DSE at lab stands and worktops higher than the usual office environment. Assessments to consider not only DSE equipment but the working environment.
- 4.25.11 **Driver/Vehicle Ergonomic Assessments** - Drivers will need to be observed sitting in the vehicle and their issues discussed to try to identify possible influencing factors - including the driving pattern.

- 4.25.12 The assessor will need to work with the driver to try to improve the driving position using available adjustments. Once set up in the most appropriate position, an assessment of the suitability of this position, considering the driver's and seat's dimensions, reported issues and other available adjustments – steering column etc. will be undertaken. Assessments to incorporate 'on the road' observations which will help to identify habitual issues that could be contributing to reported symptoms.
- 4.25.13 Following the assessment, a report is to be provided to address the reason for the assessment, highlight any relevant areas of concern, and provide recommendations with relevant justifications. If an alternative vehicle is considered to be a suitable recommendation, the report will include recommendations of what features an alternative vehicle may need to provide to overcome the issues observed during the assessment - such as steering depth adjustability, seat adjustment, automatic transmission etc. The report must not recommend any specific vehicle engine size, make or model.

4.26 Mental Health Workplace Assessment

- 4.26.1 The Supplier shall provide Mental Health Workplace Assessments for Defra to support Defra Personnel who are experiencing mental health problems that are affecting their performance in the workplace.
- 4.26.2 The Supplier shall carry out the assessment in the Defra Personnel working environment and shall provide a report to the Defra Personnel and Referring Manager listing any suggested workplace adjustments to be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Defra Personnel of actions they can take to enable them to do their job effectively.

4.27 Workplace Needs Assessment for Personnel with Diagnosis

- 4.27.1 The Supplier shall provide Workplace Needs Assessments for Defra to support Defra Personnel who do not have a diagnosis but are experiencing difficulties in the workplace with issues such as attention, organisation, working memory, time management etc.
- 4.27.2 The Supplier shall provide an assessment in the Defra Personnel workplace and shall provide a report to the Defra Personnel and Referring Manager listing any suggested workplace adjustments to be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, suggested and shall make recommendations to the Defra Personnel of actions they can take to enable them to do their job effectively.
- 4.27.3 The Supplier shall not undertake diagnostic activity unless requested by Defra.

4.28 Learning Difficulty Diagnosis

- 4.28.1 The Supplier shall provide diagnostic services only where requested by Defra if Defra have identified that Defra Personnel are experiencing difficulties in the workplace which may be due to undiagnosed conditions such as:
- Dyspraxia
 - Dyslexia
 - Autism
 - ADHD
 - Dysgraphia
 - Dyscalculia
 - Asperger's
- 4.28.2 The Supplier shall provide assessments by psychologists or by specialist teachers using a range of appropriate tests. The purpose of the diagnostic is to provide adequate evidence of the Defra Personnel functioning ability across the full range of cognitive abilities and skills that are required to complete their work role.
- 4.28.3 The Supplier shall provide assessments by psychologists or by specialist teachers using a range of appropriate tests. The purpose of the diagnostic is to provide adequate evidence of the Defra Personnel functioning ability across the full range of cognitive abilities and skills that are required to complete their work role.
- 4.28.4 The Supplier shall provide a report to the Defra Personnel and Referring Manager listing any findings, diagnostics and suggested workplace adjustments to be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Defra Personnel of actions they can take to enable them to do their job effectively.

4.29 Coping Strategy Coaching

- 4.29.1 The Supplier shall where requested by the Defra provide Coping Strategy Coaching to Defra Personnel who may be experiencing more severe difficulties in processing and carrying out tasks in the workplace such as:
- Organisation
 - Time Management
 - Memory Skills
 - Spelling
 - Numeracy
- 4.29.2 The Supplier shall provide this Service through experienced coaches to Defra Personnel in the workplace for up to a maximum of three (3) sessions. Additional sessions would need to be authorised by the Defra.
- 4.29.3 The Supplier shall provide solutions and coping strategies to the Defra Personnel to enable them to do their job effectively and provide a report

to the Referring Manager listing any suggested workplace adjustments or learning that is required.

4.30 Support Worker Assessment

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

4.31 Occupational Therapy Assessment

- 4.31.1 The Supplier shall provide an occupational therapy assessment for Defra Personnel where requested for example, where a clinical need has been identified.
- 4.31.2 The Supplier shall work with other Defra contracted suppliers engaged in the supply and delivery of the service, including specialist equipment suppliers.
- 4.31.3 The Supplier shall deliver an assessment report to Defra detailing the Defra Personnel issues identified, functional abilities, potential adjustments that should be made in the workplace for the Defra Personnel and a graded rehabilitation programme in accordance with the Equality Act 2010.
- 4.31.4 The Supplier shall carry out a follow-up assessment, to be undertaken by an occupational therapist, on request of Defra.
- 4.31.5 The Supplier shall assess whether the recommendations and advice provided in the assessment report have been implemented correctly and assess if further adjustments are required.
- 4.31.6 The Supplier shall confirm to Defra if the Defra Personnel has sufficient information to manage their condition and shall confirm that equipment provided has been set up and/or modified appropriately.

4.32 Specialist Support Services

- 4.32.1 The Supplier shall provide specialist support Services to Defra which includes but is not limited to:
 - Telephone advice line for Referring Managers;

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

4.33 Drug and Alcohol Testing (DAAT) Services

- 4.33.1 The Supplier shall provide Drug and Alcohol testing Services as requested, on an ad hoc basis by Defra.
- 4.33.2 The Supplier will need to provide a separate telephone contact number, available 24 hours per day 7 days per week.
- 4.33.3 The Supplier will need to ensure the service is authorised by the defined Defra group procedures and it will be the referrer's responsibility to arrange a suitable location prior to the request being made.
- 4.33.4 The testing will be carried on Defra group's premises and take place within two (2) hours of the initial request.
- 4.33.5 The Supplier will provide the written results to the referrer within five (5) working days of the test taking place.

4.34 Therapeutic Psychological Services

- 4.34.1 The Supplier shall provide therapeutic interventions, which shall be required due to the high risk and traumatic nature of some job roles.
- 4.34.2 Defra shall inform the Supplier at Call-Off stage whether this Service is required. The Defra Employees Assistance Programme may also provide therapeutic Interventions.
- 4.34.3 The supplier shall carry out an initial psychological assessment of the Defra Personnel within forty-eight (48) hours of referral to provide the most clinically appropriate therapeutic intervention.
- 4.34.4 The Supplier shall be able to provide the following therapies:
 - Cognitive Behavioural Therapy (CBT);
 - Trauma Focussed CBT;
 - Eye Movement Desensitization and Reprocessing (EMDR); and
 - Other approved and appropriate specialist interventions as recommended by a clinician and approved by the Defra group.
- 4.34.5 The Supplier shall:
 - Arrange the first counselling session appointment within forty eight (48) hours of agreeing that a therapeutic intervention is an appropriate form of treatment;
 - Ensure the first session of the therapeutic intervention takes place within five (5) days of referral;

- Provide a fast-track referral option where circumstances require a therapeutic intervention session in advance of the standard appointment window. A fast track referral appointment shall take place within two (2) days of first referral;
 - Ensure that the duration of the initial consultation and subsequent sessions are in line with clinical best practice;
 - Ensure that when work-related stress is identified as an underlying issue, that assessment is carried out in conjunction with the Health and Safety Executive Management Standards;
 - Provide immediate telephone counselling support and/or forward Defra Personnel immediately to emergency NHS Primary Care/A&E where a User is presenting at risk i.e. 'red flag'. Examples of such are, medical emergencies and the risk of self-harm; and
 - Provide the first face-to-face therapeutic intervention session for urgent cases within twenty-four (24) hours of first contact.
 - Provide digital delivery, such as secure video conferencing, where this method of delivery is clinically appropriate and with the consent of the Defra personnel.
- 4.34.6 Where such therapeutic intervention Services are recommended by the Supplier for a User the maximum number of sessions shall be agreed and approved between the Supplier and Defra prior to commencement. The Supplier shall provide the Referring Manager with a discharge report at the end of the therapy.
- 4.34.7 The Supplier shall provide psychological assessment (PHQ9 and GAD7) MI to the Defra to demonstrate the effectiveness of therapeutic services.
- 4.34.8 The Supplier shall ensure that they have access to a comprehensive UK wide network of counsellors available to deliver these Services.
- 4.34.9 The Supplier shall ensure that premises are appropriate, safe and offer adequate levels of privacy to Users, if they provide face-to-face therapeutic intervention away from the Users normal place of work.
- 4.34.10 The Supplier shall provide appointments within a reasonable travelling distance of the Defra Personnel's home, but no more than one hour's travelling distance by public transport, from the Defra Personnel's home office location.
- 4.34.11 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to Users who are disabled, including disabled parking.
- 4.34.12 The Supplier shall ensure that all face-to-face appointments shall meet the User's wishes with regards to counsellors of the same gender and if possible race and religion.
- 4.34.13 The Supplier shall provide where required, a fully accessible, secure online therapeutic intervention Service. The Supplier shall ensure that

Users who are posted overseas can also access the Service. This shall be agreed at Call Off stage.

4.34.14 The Supplier shall facilitate a referral to NHS / specialist agencies outside any contracted Services to Users requiring prolonged counselling or psychotherapy. Defra shall not meet the costs resulting from these referrals. The Supplier's Staff shall not offer Defra Personnel private counselling or therapy.

4.34.15 The Supplier shall provide overseas based face-to-face therapeutic interventions if required by Users which shall be agreed at the Call-Off stage

4.34.16 The Supplier shall agree overseas-based therapeutic intervention Charges in advance with Defra.

4.35 Failure to Attend Appointments Process

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

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

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

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

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

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

4.36 Consultancy Services

4.36.1 The Supplier shall provide an innovative consultancy Service based on insight, research and data delivered by Supplier Staff with specialist knowledge, where requested by Defra.

4.36.2 The consultancy Services shall include:

- Information and support about national health concerns and initiatives, health trends and departmental absence trends;
- Health and safety industry specialists to deliver health surveillance guidance and training;
- Project managers to manage specific projects and co-ordinate defined research activities;
- Occupational health advisors to deliver educational and advice Services focused on health in the workplace. Such Services can be delivered in a variety of ways, including presentations, published guidance and/or webinars;
- Occupational health physicians to deliver advice and guidance on health in the workplace. Such Services can be delivered in a variety of ways including presentations, guidance and/or webinars; and
- Occupational therapists to deliver consultancy, education and training on areas pertinent to the provision of the Services.

4.36.3 The Supplier shall provide suitably qualified, skilled or experienced Supplier Staff to attend an employment tribunal to provide support or to act as a witness where requested by Defra.

4.37 Education and Awareness Programmes

- 4.37.1 The Supplier shall deliver a programme of education and support to Defra Personnel in relation to the Services.
- 4.37.2 The Supplier shall agree the content and delivery of such programmes in advance with Defra.
- 4.37.3 The Supplier shall ensure that all health promotion materials reflect that of wider government health policy published by the Department of Health and Public Health England and reflect clinical best practice.
- 4.37.4 The Supplier shall include relevant material in their programme which is provided by Defra, such as policy changes and health and wellbeing initiatives. The content of any programme shall be based on material readily available by the Supplier and tailored where required for Defra.
- 4.37.5 The Supplier shall develop, where requested by Defra, tailored material to be delivered to Defra' employees. The Supplier shall not charge for the delivery of tailored material until Defra has agreed the content and delivery method.
- 4.37.6 The Supplier shall ensure that programmes coincide with all national and local health strategies and awareness campaigns.
- 4.37.7 The Supplier shall deliver the programmes using a variety of communication methods, including posters, leaflets, audio, web-based, workshops and seminars and shall tailor programmes to meet the needs of Defra.
- 4.37.8 Defra shall pay cancellation charges for workshops and seminars cancelled with less than two (2) weeks' notice. The cancellation charges

should be reflective of whether or not the venue or Supplier Staff are able to be used for other purposes and be reduced/waived accordingly.

4.37.9 The Supplier shall ensure subject areas cover general health and well-being including, but not limited to:

- Mental health;
- Musculoskeletal health;
- Healthy lifestyle;
- Stress management;
- Back care;
- Exercise;
- Sleep;
- Health promotion;
- Smoking awareness;
- Sun safe;
- Blood pressure;
- Diabetes (incorporating obesity and healthy eating);
- Bone density;
- Weight; and
- Diet and nutrition.

4.37.10 DSE Assessor Training - Some organisations may require training of their own internal DSE Assessors. The Supplier must be able to provide options (e.g. face to face or virtual) for appropriate training of the organisations own internal DSE Assessors which will provide them with the competency and skills to carry out basic DSE assessments within their organisations as required.

4.37.11 Workstation Set Up- The supplier must be able to provide options (e.g. face to face or virtual) for individual, or team based training sessions, on DSE workstation set up to enable users to set up their workspace, furniture and equipment to enable them to work safely and comfortably as a preventative measure.

4.37.12 Workplace Ergonomics Awareness -The supplier must be able to provide options for (e.g. face to face or virtual) for awareness and learning sessions on a variety of workplace ergonomic topics. For example, how to work safely at home, office workstation ergonomics, agile working or 'on the move'

4.37.13 Driver/Vehicle Ergonomics - The supplier must be able to provide options for virtual vehicle/driver set up training to complement any driver training provided within the Defra group.

4.37.14 Assistive Technology Training - The Supplier shall provide training to employees where required by Defra and other Customers to use new

software recommended following an assessment in the workplace or at home.

4.38 Premises and Access to Services

- 4.38.1 The Supplier shall ensure when delivering Services on Defra premises that the accommodation is suitable for the Services.
- 4.38.2 The Supplier shall agree with Defra any equipment required for the delivery of on-site Services.
- 4.38.3 Where the Supplier shall be responsible for the provision of such equipment the Supplier shall provide Defra with all requirements of the premises in order that the equipment can be correctly installed and maintained.
- 4.38.4 The Supplier should note that the availability of WIFI may be inconsistent across the Defra premises.
- 4.38.5 The Supplier shall ensure that access to premises is requested from Defra in advance of Services being performed so as to allow for any additional security clearance, which may be required.
- 4.38.6 The Supplier shall provide mobile units and all necessary equipment and Supplier Staff where the Services are required to be delivered from such facilities. The Services may also be required for Defra Personnel based in remote locations, travel clinics or where the Defra are unable to provide suitable accommodation.
- 4.38.7 The Supplier shall ensure that face-to-face Services which are required away from the Defra normal place of work, are conducted on premises that are appropriate, safe and offer adequate levels of privacy for Defra Personnel.
- 4.38.8 The Supplier shall ensure that appointments take place in suitable Supplier premises within a reasonable travelling distance of the Defra Personnel's home, but no more than one hour's travelling distance by public transport, from the Defra Personnel's home office location. Flexibility in location must be allowed where significant issues require this.
- 4.38.9 The Supplier shall ensure, if requested by the Defra Personnel, Supplier Staff of the same gender and if possible race and religion shall carry out the consultation.
- 4.38.10 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to disabled Defra Personnel, including disabled parking and accessible access features as appropriate for the individual's needs.

4.39 Service Implementation

- 4.39.1 The Supplier shall provide implementation support for Defra at Call Off stage, which shall include as a minimum but not limited to:
 - A detailed implementation plan, including risks and mitigation, tasks, a timeline, milestones, priorities and dependencies;

- Work with Defra to set up systems and processes to support the delivery of the Services;
 - Work with Defra to agree all policies and procedures which are relevant to the Services and develop and execute a training plan for relevant Supplier Staff;
 - A communications strategy to ensure Defra are kept informed at key stages during the transition of Services;
 - The Supplier needs to understand the different needs, processes and ways of working of the various Contracting Authorities.
 - Details of the publicity and promotion activity to launch the service. This should be provided free of charge and include, but not limited to guidance and information documents/videos/webinars as requested by Defra.
 - Work with the incumbent Suppliers to ensure a seamless transfer and continuity of Services, including the transfer of all relevant medical records and Data: and
 - The transfer of all relevant historical medical records (with prior consent from Defra Personnel) to any new Supplier on expiry of a Call Off contract.
- 4.39.2 The Supplier shall provide Defra with a process flow and description of how appropriate Services are managed, from the point of contact through to case management and resolution as part of their implementation plan. These processes shall be approved in advance by Defra.
- 4.39.3 The Supplier shall ensure that where Defra have separate contracted provision for employee assistance programmes, HR Casework and/or specialist, technical and workstation assessments, the Supplier shall work with other Defra contracted Suppliers to deliver a seamless and joined up approach across the Service.
- 4.39.4 The Supplier shall establish a project team, which is responsible for the implementation of the Services.
- 4.39.5 The Supplier shall appoint a project manager with relevant experience of implementing a project of similar size and complexity.
- 4.39.6 The Supplier project manager shall report to Defra on all aspects of implementation.

4.40 Diversity and Inclusion

- 4.40.1 The Supplier shall ensure Services comply with all discrimination legislation, including the Equality Act 2010 and Gender Recognition Act 2004.
- 4.40.2 The Supplier shall ensure Supplier Staff are trained in such legislation as necessary for the provision of the Services and ensure that diversity and inclusion is embedded and promoted within all Services. The delivery of Services shall be accessible to Defra Personnel users, and shall include as a minimum:

- The Service shall be fully and demonstrably compliant with the Public Sector Bodies Accessibility Regulations to ensure that all staff have equal access to the Services. Further information is available at:
<https://gds.blog.gov.uk/2018/09/24/how-were-helping-public-sector-websites-meet-accessibility-requirements/>
- Provision of written reports and other written materials in alternative formats where required or upon request of the Defra Personnel;
- Telephone services to support Defra Personnel with hearing or speech difficulties;
- Services for Defra Personnel whose first language is not English and who may request or require language support;
- Services for Defra Personnel with Neuro-diverse conditions who may have specific communication or Service needs.
- Access to Supplier premises for face-to-face appointments shall be disability friendly, where required to be so. Where this is not possible alternative arrangements shall be made in advance of any appointments; and
- Provision of disabled parking at Supplier premises, where required.

4.40.3 The Supplier shall meet or be working towards meeting the content accessibility standards WCAG 2.0 AA in line with central Government standards. For further information see Web Content Accessibility Guidelines (WCAG) 2.0

5. MANDATORY REQUIREMENTS: SUPPLIER ACCREDITATION, SECURITY AND STANDARDS

5.1 Supplier Accreditation

- 5.1.1 The Supplier shall be Safe Effective Quality Occupational Health Service (SEQOHS) accredited or be signed up to the SEQOHS accreditation pathway.
- 5.1.2 The Supplier shall act in compliance with Health and Safety Executive (HSE) guidance in the delivery of the Services.
- 5.1.3 The Supplier shall ensure that all Service delivery adheres to recognised public health initiatives and best practices including, but not limited to:
 - Civil Service Health & Wellbeing Strategy
 - NICE Workplace Guidance;
 - The NHS Long Term Plan (2019);
 - Workplace Health: Applying All Our Health (PHE 2019); and
 - HSE Guidance

- 5.1.4 The Supplier shall ensure that the delivery of Services remains current with all changes to published public health initiatives and will update the Defra how any changes will be applied to and/or impact the delivery of the Services.
- 5.1.5 The Supplier shall work with Defra to support the NHS Long Term Plan (2019). The “LTP” is a 10 Point Plan designed to improve the health and wellbeing of the population.

5.2 Security

- 5.2.1 The Supplier shall deliver the service in accordance with the HMG Security Policy Framework.
<https://www.gov.uk/government/publications/security-policy-framework>
- 5.2.2 Suppliers should complete the Long Form Security Requirements in Call Off Schedule 9 Security
- 5.2.3 As a minimum the Supplier shall have a Cyber Essentials Scheme Basic Certificate or equivalent at the commencement date of the Framework. Cyber Essential Scheme requirements can be located at:
<https://www.ncsc.gov.uk/cyberessentials/overview>.
- 5.2.4 The Supplier shall ensure that Defra information and Data is secured in a manner that complies with current Government Security Classification Policy rating of OFFICIAL-SENSITIVE. The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and Data is transmitted across all applicable networks and/or in line with the Defra’ requirements.
- 5.2.5 The Supplier shall, where required, have the capability to employ encryption to information / Data which shall be sent across a network or extracted by electronic means. The Supplier shall ensure that the level of encryption complies in full with the Government Security Classification Policy rating of OFFICIAL-SENSITIVE and/or in line with the Defra’ requirements.
- 5.2.6 The Supplier will provide Defra Personnel with a Privacy Notice outlining how their data will be used prior to storing or processing any personal information.
- 5.2.7 The Supplier shall ensure that any suspected or actual security breaches are reported to the Defra representative immediately and depending on the impact of the breach, shall be included in monthly/quarterly performance reporting to the Authority.
- 5.2.8 The Supplier shall comply with all relevant legislation, regulatory requirements, organisational and cross Government policy and guidelines in relation to Data and asset security.
- 5.2.9 Suppliers shall have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures to ensure that Defra services can be restored within the shortest time possible in the event of an incident/failure.

5.3 Standards

- 5.3.1 The Supplier shall provide secure solutions that comply with any restrictions or requirements arising out of Defra's security policies. This shall include, but not be limited to:
- Cyber Essentials Scheme Basic Certificate;
 - ISO 9001 or agreed;
 - ISO 22301 Business Continuity
 - the Minimum Cyber Security Standard
(<https://www.gov.uk/government/publications/the-minimum-cyber-security-standard/the-minimum-cyber-security-standard>),
 - ISO 27001 Information Security Management or agreed; and
 - HMG Baseline Personnel Security Standard.
- 5.3.2 Defra may require the Supplier to undertake Check Assurance with a National Cyber Security Centre (NCSC) approved provider, this will be specified by Defra at call off stage. Further information on NCSC penetration testing can be found at:
<https://www.ncsc.gov.uk/information/using-check-provider>
<https://www.ncsc.gov.uk/guidance/penetration-testing>
- 5.3.3 The Supplier shall not charge a premium to Defra for any additional standards and/or security compliance applicable to a Call Off contract, unless otherwise agreed in advance by Defra.

6. MANDATORY REQUIREMENTS: SUPPLIER STAFF

6.1 Supplier Staff

- 6.1.1 The Supplier shall ensure that all Supplier Staff are suitably experienced, skilled and/or qualified to deliver the Services for which they are employed.
- 6.1.2 The supplier shall ensure there are suitably qualified personnel available to respond to clinical ad hoc queries, telephone questions and case conferences each working day.

6.2 Patient Confidentiality and Anonymity

- 6.2.1 The Supplier shall ensure that Supplier Staff are aware of the following:
- Factual, contemporaneous and legible medical records shall be maintained for all users of the Services; and
 - Reports produced for Defra Personnel can be disclosed to that Defra Personnel on request in accordance with the relevant legislation and guidance - including General Data Protection Regulation (GDPR).
- 6.2.2 The Supplier shall notify Defra group immediately if it:

- receives a Data Subject Request (or purported Data Subject Request);
- receives a request to rectify, block or erase any Personal Data;
- receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- 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
- becomes aware of a Data Loss Event

The Supplier's obligation to notify shall include the provision of further information to Defra group in phases, as details become available.

- 6.2.3 The Supplier shall ensure Supplier Staff are trained in all applicable law relating to patient confidentiality and the Supplier shall provide evidence of such training on request to any Defra group organisations

6.3 Qualifications

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

- All Supplier Staff who provide immunisation, screening, and/or surveillance Services shall be a Registered Nurse (RN) with the Nursing Midwifery Council (NMC) and shall hold evidence of having undertaken face to face immunisation training in the last 12 months including basic life support and anaphylaxis (NHS Career framework Level 2 (OH Support Worker Level 1))
- Supplier Staff who deliver health surveillance Services shall be competent in the management of Health and Safety at Work Regulations 1999 Section 7 and shall operate to clinical protocols;
- Occupational therapists shall hold a BSc (Hons) in Occupational Therapy or a Master's Degree or Advanced Postgraduate qualification in Occupational Therapy. They shall also be registered with the Health and Care Professions Council (HCPC) and shall hold membership of the British Association of Occupational Therapists; and
- Physiotherapists shall have a BSc in Physiotherapy and shall hold professional registration with the Health and Care Professions Council (HCPC).

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

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

6.4 Training

6.4.1 The Supplier shall ensure that all Supplier Staff undertake Continuing Professional Development (CPD).

6.4.2 The Supplier shall provide adequate supervision and support, where newly qualified Supplier Staff provide the Services, including a designated qualified mentor.

6.4.3 The Supplier shall ensure all Supplier Staff who provide Services shall:

- Be trained in diversity and inclusion;
 - Be appropriately trained in Defra processes and policies as provided by the Defra;
 - Be trained in the Supplier's processes, procedures and policies, including those which have been agreed between the Supplier and Defra; and
 - Be trained in the counselling and advice Services that are offered and/or available and have access to a database of such Services so that Defra Personnel who use the Services can be triaged appropriately and signposted to the relevant Services.
 - Undergo, at a minimum, annual training, which shall include training on any changes to the above and refresher training.
- 6.4.4 The Supplier shall keep a record of such training and provide evidence of training and/or qualifications on request to Defra.

6.5 Supplier Staff Specialist Requirements

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

6.6 Vetting

- 6.6.1 The Supplier shall ensure that Supplier Staff having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Suppliers shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all Supplier Staff having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at:
<https://www.gov.uk/government/publications/security-policy-framework>
- 6.6.2 The Supplier shall ensure that all Supplier Staff, have been security vetted and approved to Disclosure and Barring Service (DBS) relevant standards and/or Disclosure Scotland relevant standards where appro-

priate. The Supplier shall ensure this is completed prior to the involvement of Supplier Staff in the delivery of the Services under this Framework Agreement.

- 6.6.3 The Supplier shall ensure that all Supplier Staff have appropriate security clearance and comply with any additional security requirements specified by Defra at the Call Off stage.
- 6.6.4 The Supplier shall provide details of its Supplier Staff security procedures to Defra.

Supply Chain Management

- 6.6.5 This paragraph describes the supply chain mandatory requirements the Supplier shall comply with throughout the term of the Defra proposed Call Off contract. This is in addition to the obligations set out in Framework Joint Schedule 6 Key Sub-contractors.
- 6.6.6 The Supplier shall note the Government is committed to making sure that small and medium-sized enterprises (SMEs) have access to Government contract opportunities. Suppliers shall be required to make this proposed Call Off contract as accessible as possible to ensure that the most appropriate Sub Contractors are part of their supply chain and shall proactively support the Government's SME agenda whilst delivering a quality service and ensuring that value for money is achieved.
- 6.6.7 The Supplier shall proactively encourage SME's to become part of their supply chain to support the Governments SME agenda.
- 6.6.8 The Supplier shall ensure that they exercise due skill and care in the appointment and selection of any Sub Contractors (including associates/partners).
- 6.6.9 The Supplier shall ensure that all Sub Contractors appointed have the technical and professional resource and experience to unreservedly deliver in full all the mandatory Service requirements set out in this proposed Contract.
- 6.6.10 The Supplier shall be responsible for managing and monitoring the ongoing performance of any Sub contractors appointed and ensure they have a process in place to deal with any issues with under and non-performance of appointed Sub contractors.
- 6.6.11 The Supplier shall formalise relationships with Sub Contractors and manage any Sub Contractors in accordance with Industry Good Practice.
- 6.6.12 In all instances the supplier is responsible for ensuring any use of Sub-contractors does not impact on agreed service levels or performance metrics, failure to do so will invoke service credits included in Schedule 14.

7. MANDATORY REQUIREMENTS: DEFRA CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION

7.1 Framework Management

- 7.1.1 The Supplier shall comply with Framework Schedule 4 (Framework Management) and Call Off Schedule 14 (Service Levels) throughout the duration of the Framework Agreement.

7.2 Call Off Contract Management

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

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

7.3 Service Levels and Service Credits

- 7.3.1 The Supplier and Defra shall agree Service Levels, Service Credits and Performance Monitoring at the mobilisation stage.
- 7.3.2 Call- Off Schedule 14 Annex A, provides baseline Service Levels that Defra will implement as a minimum at the mobilisation stage.

7.4 Clinical Governance and Performance Monitoring

- 7.4.1 The Supplier shall conduct an annual Service review in respect of each Contract Year. The Service review shall be supported by a report that provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action to be taken.
- 7.4.2 The Supplier shall make the results available to Defra within 21 days of the end of the Contract Year.
- 7.4.3 The Supplier shall include the following in the review:
- Supplier Staff levels are being maintained and monitored to cope with Service demands and that a Supplier Staff resource planning process is regularly reviewed and maintained;
 - All clinical policies and procedures are being monitored, applied and followed;
 - The maintenance and secure storage of medical records;
 - Supplier Staff are professionally accredited in order to provide the Services;
 - The Supplier is compliant with SEQOHS standards;
 - Supplier Staff professional qualification accreditation is monitored and maintained at organisational level; and
 - The complaints process is effectively monitored and maintained and lessons learned are applied by sampling 10% of complaints and reviewing that all processes are followed and appropriate records maintained.
- 7.4.4 The Supplier shall work with the relevant Defra organisation to track and report on any remedial actions identified and the Parties agree that

they shall bear their own respective costs and expenses incurred in respect thereof.

7.5 Measuring Service Impact and Outcomes

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

7.6 Call Off Charges, Payment and Invoicing

- 7.6.1 The supplier will complete a full revised pricing schedule to reflect the deliverables of this proposed Call-Off Contract and also complete the additional pricing identified in Call-Off Schedule 5 Pricing.
- 7.6.2 Prices should be all inclusive of reasonable out of pocket travel and subsistence (for example, hotel and food) where properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Defra group expenses policy at Annex 4. Where Reimbursable expenses are requested they will be subject to Framework Call-Off Schedule 3 and the Defra group expense data in Annex 4 and any subsequent updates.
- 7.6.3 The Supplier will provide invoicing on a monthly basis (in arrears) to each of the Contracting Authorities individually or as specified at mobilisation
- 7.6.4 Payment terms/profile (including methods of payment e.g. Government Procurement Card (GPC) or BACS) will be confirmed at mobilisation stage with each Contracting Authority (they may differ for each Contracting Authority and service).
- 7.6.5 [REDACTED]
[REDACTED] Any subsequent rate changes will need to be mutually agreed and evidence of the need provided by the Supplier. Services will not be performed nor invoices submitted nor paid at revised rates, without the prior written acceptance of the relevant Authority
- 7.6.6 The Supplier will carry out periodic assessments of Call Off Contract Charges with a view to reducing them on the annual anniversary of the proposed call off Contract start. Starting on the second year anniversary.
- 7.6.7 Service credits once agreed will be payable or deductible from the month immediately following the written execution of the Contract variation.
- 7.6.8 The Supplier will be responsible for monitoring, recording and reporting all service credits on a monthly basis including but not limited to value, invoice to which it relates and date of transaction.
- 7.6.9 Indexation of charges will follow those allowed only at Framework level.
- 7.6.10 Supplier reimbursable expenses will only be allowed in agreed circumstances and will need to be fully evidenced. Such expenses are not to be invoiced prior to the written acceptance of the relevant Authority.
- 7.6.11 The supplier will ensure that all invoices are correct first time, provided with supporting Data and delivered within ten (10) calendar days of the last day of the preceding month.
- 7.6.12 The supplier will have systems in place to include (as a minimum) 30 day payment terms in all of your supply chain Contracts and require that such terms are passed down through your supply chain.

- 7.6.13 Defra group may use an eMarketplace system to host and manage catalogue content (where applicable), to transmit purchase orders and to receive invoices electronically. The Supplier shall register on the Authority's e-Marketplace system, when invited, in order to transact with the Authority.

7.7 Strategy, Policy and Guidance

- 7.7.1 The Supplier shall be conversant with all current, proposed and new legislation pertinent to the Services provided and will keep Defra group updated at all times.
- 7.7.2 The Supplier shall provide Defra with a written report, free of charge, twice a year (to be agreed), of proposed and new legislative changes and/or guidance stating how the Services will be impacted and/or where the Services will need to be modified in order to maintain compliance with such changes.
- 7.7.3 The Supplier shall also ensure that Defra group are aware of any national medical issues, including pandemics and new and novel health risks and what measures Defra group will need to take to ensure the health and safety of their Personnel.
- 7.7.4 The Supplier shall work with Defra group and provide policy and strategy guidance and advice. This shall include a review of internal policies and sharing best practice from across employment sectors and reviewing policies in line with current legislation.
- 7.7.5 The Supplier shall work with Defra to understand any policy changes, which may impact on Service delivery.
- 7.7.6 The Supplier shall:
- Undertake periodic analysis of the Defra absence Data, case information and trends;
 - Determine the most appropriate methods of Data collection and related protocols;
 - Undertake comprehensive analysis of the Data at business level, occupational group and demographic groups to identify trends, hotspots, best practice and areas for concern;
 - Undertake regular benchmarking of all aspects of absence and trend across employment sectors; and
 - Provide recommendations using the Data analysis to highlight potential for Service improvements and mechanisms to reduce absence levels.
- 7.7.7 The Supplier shall propose changes and/or modifications to the Services in order that the Services address any specific trends and/or issues, including a Defra agreed time plan for implementation.

- 7.7.8 The Supplier shall work with Defra group to determine what preventative solutions can be implemented to address organisational attendance issues. This shall include sharing patterns of absence or absence type, trends, hotspots and examples of best practice.

7.8 Complaints Process

- 7.8.1 The Supplier shall ensure that any issues raised directly by Defra group Personnel are dealt with as a matter of priority.
- 7.8.2 The Supplier shall assist in seeking speedy resolution to resolve the situation, irrespective of where the fault lies. Types of complaints that shall be supported in this way include, but are not limited to:
- Defra group Personnel complaints relating to delays in booking appointments for Services
 - Defra group Personnel complaints relating to the availability of receiving the Services;
 - Defra group Personnel complaints relating to any sharing of patient Data;
 - Defra group Personnel complaints in relation to the quality of Services received;
 - Defra group Personnel complaints in relation to Services not meeting specific needs of individuals e.g. facilities for disabled Defra Personnel;
 - Defra group complaints relating to failure of Service Levels;
 - Defra group complaints in relation to invoicing and billing; and
 - Defra group complaints relating to the phone line
- 7.8.3 The Supplier shall acknowledge complaints made by Defra Personnel i.e. verbal, formal or informal and written within one (1) Working Day of the details of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution to the complaint shall be made by the Supplier to Defra at intervals of two (2) working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties. Complaints to be resolved within ten (10) working days.
- 7.8.4 The Supplier shall have in place a robust escalation process to support complaints handling and to ensure effective management and resolution of all complaints received from Defra.
- 7.8.5 The Supplier shall provide Defra with one consolidated report (per month) for the duration of the proposed Call Off Contract, capturing all complaints detailed by Defra Personnel and Defra. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the Services and lessons learnt.

- 7.8.6 The Supplier shall provide the Defra with a copy of the documents complaints process.

7.9 Defra Management Information (MI)

- 7.9.1 The Supplier shall provide the following management information, as a minimum, to Defra, unless otherwise agreed at Call Off stage. This information will be at group level as well as a breakdown by individual Defra group organisations.
- 7.9.2 Defra will require comprehensive and robust management information to verify that Services are being delivered to the required standard, providing quality outcomes and providing value for money.
- 7.9.3 The Supplier shall ensure Defra Personnel anonymity and confidentiality in the delivery and content of all management information.
- 7.9.4 The Supplier shall ensure that the MI is provided in a format which is compatible to Defra and can be used to analyse data as specified by Defra. At a minimum this shall be available to be drilled down at organisations, agency, business unit level and by geographical location.
- 7.9.5 The Supplier shall ensure that the MI should be held on a secure digital platform where access can be limited to ensure GDPR compliance.
- 7.9.6 Defra may request a reasonable number of ad-hoc management information reports. The Supplier shall provide such management information reports at no additional Charge within two (2) working days of request. Where these requests relate to urgent MI in relation to Freedom of Information, Minister's questions and Parliamentary Questions will be provided within the timelines outlined for each request by the Contracting Authorities
- 7.9.7 Defra will, where the Data is available, provide the Supplier with quarterly statistics on causes of sick absence, absence levels and average working days lost (AWDL). Defra will supply these figures at organisational, departmental and agency level where available.
- 7.9.8 Defra will also advise the Supplier of any planned programmes of work, which may have an impact on the usage of the services, such as major transformation programmes.

7.10 Defra Monthly Management Information

- 7.10.1 The Supplier shall provide the following monthly management information to Defra within five (5) working days of month end; as both a summary document (in Word, PowerPoint or PDF format) and as raw backing data in Excel format unless otherwise agreed at mobilisation stage with each Contracting Authority, and shall include a demographic breakdown of Service usage by gender, ethnicity, age, disability and nationality, where available. Section 149 of the Equality Act 2010 imposes a legal duty, known as the Public Sector Duty (Equality Duty), on all public bodies, to consider the impact on equalities in all policy and decision making.
- 7.10.2 General

- Monthly and cumulative Contract Year to date Charges for the Services, including any pass through or additionally agreed Charges;
- Consolidated Defra Personnel complaints report;
- Performance against agreed Service Level Performance Measures;
- Results of Defra Personnel satisfaction surveys; and
- Identification of any risks identified with the delivery of the Services including mitigating actions to manage the risks going forward.
- Reports will be specific to each of the Defra organisations, in addition to a combined report which collates data from all of the Defra organisations; and
- Reports will be broken down into categories as specified by the Defra organisations, such as by geographical area or team.

7.10.3 Helpdesks

- Numbers of telephone enquiries received;
- Number of calls to helplines answered within 5 rings
- Numbers of email enquiries received; and
- Numbers of calls to helplines, categorised by type e.g. Manager, Nursing.
- Number of email/telephone messages responded to within 24 hours

7.10.4 Pre-employment checks

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

7.10.5 Attendance Management

- Total number of Defra Personnel referrals;
- Referral by type – telephone, electronic, face to face, paper based;
- Referral by category of illness / condition / medical category / service. The categories shall be standardised in agreement with the Supplier, but shall include musculoskeletal, mental health, work related stress, surveillance and pre-employment at a minimum;
- Management referral activity by clinical disease codes (ICD10);
- Number of occupational health visits undertaken, categorised by type such as workplace and home;
- A breakdown of referrals categorised by new referrals (including time from referral to first appointment), closed referrals (including how long the referral lasted), in progress referrals categorised by

time slots of ten days and type (standard, complex, further medical evidence required etc.) number of referrals not yet processed (including the age of such referrals by the number of days;

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

7.10.6 Case Conferences

- Number of case conferences held between the Supplier and Defra.

7.10.7 Surveillance

- Number of Personnel assessed
- Number and type of surveillance referrals;
- Number of questionnaires sent and received categorised by type e.g. health assessment questionnaires (HAQs) etc.
- Number of RIDDOR reportable occupational diseases reported;
- Number of Personnel recommended restrictions;
- Bespoke monthly reporting to be agreed with the Contracting Authorities

7.10.8 Immunisations, Vaccinations, Inoculations, Medications & Blood Tests

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

7.10.9 Assessments for Defra Personnel

- Number of workstation assessments;
- Number of workplace assessments;
- Numbers of assessments relating to hearing impairment
- Number of assessments relating to visual impairment;
- Number of dyslexia workplace needs assessments;
- Number of autism workplace needs assessments;
- Number of dyspraxia workplace needs assessments;
- Number of ADHD workplace needs assessments;
- Number of ergonomic assessments;
- Number of basic DSE assessments;
- Number of ergonomic DSE assessments;
- Number of basic Home Worker/Mobile assessments;
- Number of Laboratory, Airport and Warehouse assessments
- Number of driver/vehicle ergonomic assessments;
- Number of mental health workplace needs assessments;
- Number of workplace needs assessments for Defra Personnel with a Diagnosis;
- Number of learning difficulty diagnosis carried out;
- Number of coping coaching strategy sessions delivered;
- Number of support worker assessments; and
- Number of occupational therapy assessments.
- Number of Drug and Alcohol Tests
- Number of Therapeutic Psychological Services

7.10.10 Ergonomics and Assistive Technology

- Breakdown of assessments by type
- Cost of assessments
- Summary of recommendations by theme (e.g. working pattern, specialist furniture, assistive technology, coaching etc)
- Breakdown for each Contracting Authority providing details of each individual adjustment recommended (e.g., working pattern, specialist furniture, assistive technology, coaching, etc).

7.10.11 Other Services

- PHQ9 and GAD7 scores before and after counselling
- Number of psychological counselling sessions delivered;
- Number of health screenings delivered;
- Health screening results by demographic;

- Number of face to face physiotherapy sessions; and
- Number of telephone based physiotherapy sessions.

7.11 Defra Quarterly Management Information

7.11.1 The Supplier shall provide the following quarterly management information within five (5) working days of quarter end. The content and scope of reports shall be defined by Defra and shall include a demographic breakdown of Service usage by gender, ethnicity, age, disability and nationality, where available. Section 149 of the Equality Act 2010 imposes a legal duty, known as the Public Sector Duty (Equality Duty), on all public bodies, to consider the impact on equalities in all policy and decision making.

7.11.2 The MI should include:

- An executive summary outlining usage of the Services by Defra and emerging trends;
- Explanation of how the Data has been collated and derived and any anomalies identified;
- Monthly and year to date performance against SLAs;
- Period by period comparison of the Data presented;
- Presentation in graphical and tabular form along with the base Data, the specific format of which will be agreed on award of the Contract;
- The benefits and added value the Services are providing, specifically stating what benefit the Supplier has brought to the Services both for Defra Personnel and commercially;
- Summary by Call-Off Contract of Defra group Personnel satisfaction surveys, which shall track the Defra Personnel journey from referral to resolution and identify where the Services are not meeting expected standards and plans to address these;
- Summary of Defra Personnel complaints and identification of any trends resulting from these with a proposed service improvement plan to be agreed between the parties;
- Number of planned and executed policy and other occupational health workshops, listed by department;
- Trend analysis of Service usage including suggested actions and service improvements, with proposed times and costs for implementation;
- Service hotspots for Defra, defining where these specifically occur along with Service improvement plans to address such issues;
- Identification of risks, reasons and mitigating actions to manage the risks going forward; and

- Market innovations and trends emerging in the wider occupational health market including mental health, musculoskeletal and healthy lifestyle.
- Analysis of Contracting Authorities Personnel absence for mental health or musculoskeletal reasons, identifying which of these Personnel have been referred to the Supplier

8. ADDITIONAL REQUIREMENTS SPECIFIC TO APHA

8.1 APHA Requirements

- 8.1.1 As well as the general Occupational Health requirements (including making referrals for sickness absence and health reviews), APHA require a number of specific individual services – further details below.
- 8.1.2 The APHA OH provision will be managed by the APHA Health and Wellbeing team, part of Safety, Health and Wellbeing (SHaW) who will provide administrative support including responsibility for maintaining health records, arranging on site clinics at Weybridge and regional site clinics.
- 8.1.3 APHA will maintain its own dedicated healthcare database (currently Cohort and MyCohort provided by Cority) which will be populated by both the Health team and OH. The dedicated onsite OH resource and others (as pre-agreed between APHA and the Supplier) will be expected to use Cohort to record notes, enter health surveillance outcome results, process and complete health questionnaires and managed their clinic diary.
- 8.1.4 APHA currently have a supplier employee providing Occupational Health support on site and the Transfer of Undertakings (Protection of Employment) regulations (TUPE) may be applicable, detail can be found in the tender documentation.
- 8.1.5 General OHA/OP Services include:
 - At least one dedicated Occupational Health Adviser (OHA) employed on an FTE basis for specified sessions based at the Weybridge site. Current allocation 192 x 7 hour sessions per year). Additional sessions to be agreed locally with the dedicated onsite OHA resource.
 - In the event of dedicated staff absence, the supplier will endeavour to provide contingency support where possible. APHA acknowledges that alternative processes may be required in the short-term to enable the supplier to provide rapid contingency or remote support.
 - Provision to supply health surveillance procedures on an annual basis to approximately thirty five (35) regional sites throughout the year with pre-determined schedule, currently undertaken by mobile unit. The mobile unit technicians will also be allocated some time to undertake paper-based health surveillance.

- Liaison with Health and Wellbeing team (SHaW) staff, particularly with regards to advice/feedback on occupational health matters or any updates in new legislation or research.
- Liaison and input to APHA Health Surveillance Protocol documents in relation to occupational health requirements; ensuring documents are kept up-to-date with the latest clinical guidance.
- Work with Safety, Health and Wellbeing to formulate contingency plans for emergencies, which may have an effect on APHA employee's health.
- To notify the Health and Wellbeing team (SHaW) of any trends or concerns they may become aware of whilst undertaking health/sick reviews or routine health surveillance procedures.

8.2 APHA Pre-employment

8.2.1 Suppliers are required to assess the fitness of candidates for employment to undertake a specific job role and advise the Health and Wellbeing team (SHaW) if there is any known reason the candidate may not be able to provide regular and effective service in the duties of a specific role for a period of at least five years or for the period of appointment if shorter. In doing so, particular reference must be made to the Equality Act 2010 and the scope for reasonable adjustments within the Act.

8.2.2 The Supplier must:

- Assess the fitness to undertake a specified job.
- Detect ill health which if remedied, treated or controlled may enable candidates to undertake a specific job.
- Advise on any adaptation of that job or environmental requirements which may be required to employ an individual with a pre-existing condition.
- Identify job changes to a specific post which will allow the candidate to be given health clearance.
- Advise, if necessary, in conjunction with other specialist advisers, on the provision of specialist equipment or other adjustments which would enable the individual to carry out the job such as additional safety cabinet alert systems for those with hearing impairments.
- To provide clear advice and guidance on any reasonable adjustments to the work tasks or environment, taking into account the job description and business need.
- To identify relevant health surveillance required using information from line managers, Risk Assessments and current APHA health surveillance protocols.
- To provide 'baseline' pre-employment medical examinations for those staff identified as being in the 'high hazard' category, such

as those working with Respiratory and Skin Sensitisers, Rabies and Avian Influenza.

- To further undertake specific pre-employment medicals as stipulated in current APHA health surveillance protocols such as, Baseline Spirometry, Drivers Medicals (including Airside drivers), Rabies and TB Reviews and make recommendations with clear evidence based advice when an individual should not be appointment on health grounds.

8.2.3 The standards required include:

- Outcome of the initial assessment of the health declaration, by OHA on site at Weybridge, to be returned within 48 hours of receipt. Delays in the process should be advised as soon as possible and at least within the prescribed 48 hours time period.
- Outcome of initial screening of the health declaration should be categorised in the following (or similar) format;
 - Health Cleared for Work, (requires health surveillance once started)
 - Health Cleared for Work (requires health surveillance before starting); or
 - Not Health Cleared (medical review required).

8.2.4 The Supplier, when requested, will provide emergency paperbased pre-placement questionnaire q (including out of hours - subject to advanced notice and prior agreement with the supplier), advice and the issue of prophylactic treatment where necessary. For example, in the event of an animal health outbreak in line with SLAs In these situations, it may be necessary to use the Suppliers OH portal to facilitate these emergency services due to dedicated clinician viability and / or high volumes of service requests however every attempt to use APHA's OH system will be made in the first instance..

8.3 APHA Health Surveillance

8.3.1 APHA have established Health Surveillance Programmes and have protocols for each of the following:

- Anthrax
- Audiometry
- Brucella
- Designated drivers (tractors, forklift truck and airside drivers)
- Firearms and Weapons
- Glanders and Melioidosis
- Hand Arm Vibration (HAVS)
- Hepatitis A and B
- Influenza A Viruses

- Q Fever
 - Rabies
 - Respiratory and Skin Sensitisers
 - Tetanus
 - Tick-Borne and Japanese Encephalitis
 - Tuberculosis
 - Typhoid
 - Zoonotic Viruses
- 8.3.2 Health surveillance for these protocols consist of vaccinations, blood tests, paper review and medical assessments which are all undertaken by the OHA on site at Weybridge. Paper reviews and bloods are also undertaken remotely at other APHA sites by OH technicians with the exception of Tuberculosis (TB).
- 8.3.3 The Supplier is required to assist in regular reviews of established protocols and help formulate new protocols.
- 8.3.4 The Supplier must
- Identify individuals who would be likely to be at risk of developing work related disease from hazardous agents present in the workplace and give subsequent advice on reducing any risks.
 - Establish health surveillance in accordance with the approved code of practice for the Management of Health and Safety at Work Regulations, such as where the following apply; there is an identifiable disease or adverse health condition to the work concerned; valid techniques are available to detect indications of the disease/condition; there is a reasonable likelihood that the disease/condition may occur under the particular conditions of work; or surveillance is likely to further the protection of the health of the employees to be covered.
 - Assess the immune status of APHA employees and establish immunity to provide appropriate protection for staff. All blood tests/vaccinations to be undertaken by OHA/OP.
 - Provide health surveillance if APHA'S risk assessment identifies a particular requirement such as exposure to carcinogens and Respiratory and Skin Sensitisers. APHA will provide the risk assessment outlining potential health risks for each post.
 - Assess the need and conduct workplace assessments for all identified staff when necessary. These could be required in an office, laboratory, home, farm, airport, warehouses or field environment.
 - Undertake periodic health assessments for vulnerable groups of staff, such as drivers, and pregnant women. Health assessment needs must also be identified for staff with any pre-existing medical condition that predisposes them to risk.

- Advise APHA of the outcome and results of the health surveillance, on appropriate documentation and using the Cohort healthcare database, without breaching medical confidentiality. This outcome should be classified as follows (or in similar form) bearing in mind the requirements of the Equality Act.
- Advise on rehabilitation or otherwise of any ill health cases identified from a surveillance programme or from the APHA's own recording arrangements.

8.4 Facilities and Equipment provided by APHA

8.4.1 APHA Weybridge

- Use and maintenance of a specifically designed and dedicated medical room.
- Equipment provided includes Spirometry (Vitalograph) machine, Audiometry (Amplivox) machine and sound booth, HAVS equipment.
- Supply of utilities (heating and lighting).
- Medical supplies, consumable and non-consumable such as vacutainers, needles, blood tubes and postage packaging.
- Common services support covering administrative support, telephone, computer, postage, internal despatch system, photo printing and messengerial support.
- Supply of literature and publications specific to client's work programmes and for local on-site use.
- Cost of medical reports from General Practitioners and/or specialists.
- Costs of blood or other tests, which cannot be performed on site and fees for specialist referrals when indicated in the opinion of the OH professional.

8.4.2 APHA Regional Sites

- Use of a suitable room if parking for a mobile unit is unavailable.
- Supply of utilities (heating and lighting).
- Medical supplies, consumable and non-consumable such as vacutainers, needles, blood tubes and postage packaging.
- Costs of blood or other tests, which cannot be performed on site and fees for specialist referrals when indicated in the opinion of the OH professional.

8.5 Provision of APHA Information

- ### **8.5.1**
- At the request of APHA CEO, Director, or Corporate Safety Advisor the supplier will provide APHA employee health information as requested so as to protect the health and safety of that person, others and/or to meet APHA legal requirements

9. Social Value

9.1 Our Social Value priorities

Defra group have set out our priority Social Value areas for this proposed Call off Contract and set out where elements of the Contract link directly to these priorities.

Defra group expects that Suppliers will primarily deliver Social Value through this proposed Call-Off Contract awarded under Crown Commercial Services Framework Agreement RM6182 Lot 2.

Defra have adopted the following approaches as part of the Call-Off Procedure:

- a) We have provided Suppliers with the Social Value priority statement set out in Schedule 20 Specification and ask the Suppliers to outline what they can deliver to help meet these priorities, including a commitment to targets;
- b) We have set specific targets based on the Social Value priority statement within Schedule 20 Specification and ask Suppliers to deliver these targets through the proposed Call-Off Contract;
- c) We have included new Social Value measures based on the specific priorities of our organisation which are aligned to the policy areas set out in Schedule 20 Specification, and then adopt approach a) or b) above.

The Contractor must share this commitment and understand any areas of risk associated with the goods and services provided and to be working proactively with their supply chain in these key areas to ensure they are meeting [International Labour Standards](#).

All staff working full time on work carried out under this Contract must be paid the [real Living Wage](#). This must be achieved within a year of contract award and be maintained across the life of the contract. This may be subject to audit and evidence must be provided when requested to demonstrate that this requirement has been met.

The Contractor and subcontractors must understand the risks of modern slavery in supply chains, and take appropriate action to identify and address those risks. We may ask to see evidence that this work has been undertaken and what actions have been carried out.

We are committed to creating a culture where everyone is respected, can bring their whole self to work, and their uniqueness is supported and valued. We have developed an [Equality, Diversity and Inclusion](#) (EDI) policy which sets out how we create an equal, diverse and inclusive place to work. Contractors and partners must share our aspirations for EDI and ensure that relevant EDI risks and opportunities are successfully managed throughout the service delivery.

All organisations with 250 or more employees must publish and report specific figures about their gender pay gap, and we expect the Contractor to progress towards equalising this.

The Contractor should seek opportunities for sustainable employment including through apprenticeships or schemes that encourage return to employment as part of this contract.

The supplier must take all necessary steps and inform the Authority of the steps taken to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) in the performance of the contract;

The Supplier shall endeavour to:

- Use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.
- Promote and incorporate Natural solutions with third sector providers (example below)

Mindfulness in forests and its benefits:

- Enhanced cognitive skills, concentration, memory, creative thinking, openness, flexibility etc.
- Enhanced psychological skills, emotional intelligence, coping with stress, communication and interpersonal relationships, self-confidence etc.
- Improved health and wellbeing, stress reduction, illness prevention, improved sleep quality, emotional resilience etc.

9.2 COVID 19 Recovery

Defra expects our Suppliers to help local communities to manage and recover from the impact of COVID 19.

Ways in which the Supplier may be able to support include but are not limited to:

- Create employment, re-training and other return to work opportunities for those left unemployed by COVID-19, particularly new opportunities in high growth sectors.
- Support people and communities to manage and recover from the impacts of COVID-19, including those worst affected or who are shielding.
- Support organisations and businesses to manage and recover from the impacts of COVID-19, including where new ways of working are needed to deliver services.
- Support the physical and mental health of people affected by COVID-19.
- Improve workplace conditions that support the COVID-19 recovery effort including effective social distancing, remote working, and sustainable travel solutions.

9.3 Tackling economic inequality

Delivering a diverse Supply Chain

This call off sets out the minimum requirements of suppliers, to help us ensure a diverse base of suppliers and resilient supply chains are as follows:

Defra expect our Suppliers to support and build supply chain diversity through:

- Subcontracting opportunities are open to Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs), including the advertisement of all subcontracting opportunities over £10,000 on Contracts Finder (Joint Schedule 12, Supply Chain Visibility)
- Cascading prompt payment throughout Supplier supply chains (Section 7: Call Off Charges, Payment and Invoicing)
- Supply chain processes that enable the participation of Micro, Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs)

Other ways in which Suppliers can help Defra deliver this include providing advice and support to SMEs & SEs to develop resilient local supply chains, for example:

- Providing funded training opportunities e.g. health & safety, marketing, digital skills and other professional development opportunities
- Mentoring and B2B learning and networking opportunities
- Providing facilities/ equipment to enable sectors to expand and grow i.e. meeting/training venues

Safe & Secure Supply Chains: Addressing Modern Slavery and exploitation in our Supply Chain

It is our role to ensure the suppliers with whom Defra do business understand the risks of modern slavery in supply chains and take appropriate action to identify and address those risks, with particular focus on supporting victims of modern slavery.

Defra requires Suppliers to comply with the provisions of the [Supplier Code of Conduct](#) and the standards set out in Joint Schedule 5 on Corporate Social Responsibility including the reporting (see Schedule 5 Management Charges and Information) and continuous improvement (see Call-Off Schedule 3 Continuous Improvement) requirements.

Defra expect our Suppliers to mitigate the risk of Modern Slavery in their supply chains associated with the service/ solutions offered under this proposed Contract, for example by:

- Undertaking activities to increase awareness on Modern Day Slavery
- Provision of training to employees and supply chain partners
- Audits on Modern Day Slavery carried out internally (within the suppliers organisation) and externally across supply chains

9.4 Fighting climate change

Environmental Sustainability: Promoting sustainable production and consumption and an improvement in environmental quality in support of the 25 Year Environment Plan

Schedule 20 (Specification) refers suppliers to the 25 Year Environment Plan:

<https://www.gov.uk/government/publications/25-year-environment-plan>

Defra group work together to create better places for people and wildlife and support sustainable development. This extends into our supply chain through the purchases we make and the goods and services that others provide to us and on our behalf.

Our sustainability strategy outlines how we will improve the environmental performance of our own operations and that of our Suppliers and supply chain including our Net Zero Carbon commitment by 2030.

Our suppliers will ensure that the carbon impact of their service offering is working towards our Net Zero Carbon commitment. As part of this you are required to record and supply environmental data linked to the annual analysis of our supply chain impacts.

In addition to this, the Suppliers must ensure that they;

Remain fully compliant with all relevant environmental legislation at all times including any amendments to existing legislation or any new legislation that may come into force during the life of this proposed Contract.

Consider and reduce the environmental impacts of the service over the lifecycle of the proposed Contract to include but not limited to:

- The booking of assessments and treatments and promote digital access whenever possible and suitable e.g. during aftercare follow up meetings.
- The location of the assessments and treatments demonstrate consideration of the embodied carbon impact, and where possible, look for reductions and help the organisation to meet their net zero commitments.
- Minimising the consumption of resources and use efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems.
- Reducing use of single use consumable items (including packaging) and avoid single use plastic in line with Government Commitments.
- Any waste created as a result of this proposed Contract must be disposed of in accordance with waste regulations and in line with the waste hierarchy: prevent – reuse - recycle – recover – dispose.
- Communicate our sustainability requirements throughout your supply chain to those who will be involved in delivering the services under this proposed Contract. The Supplier is responsible for ensuring that all parties working under this proposed Contract are aware of, compliant with and competent to be able to deliver the sustainability requirements listed in this document. The Supplier must monitor and ensure ongoing competence and compliance with this throughout the life of the proposed Contract.
- Share and communicate best practice, lessons learned and new innovations with Defra in all areas that are relevant to this proposed Contract, as a part of the quarterly review meetings.

9.5 Equal opportunity

Fair, inclusive and ethical employment practices & skills development

Defra considers the delivery of high quality public services to be critically dependent on a workforce that is inclusive, well-motivated, well-led and has appropriate opportunities for training and skills development.

By law, all organisations with 250 or more employees must publish and report specific figures about their gender pay gap, and Defra expect our suppliers to progress towards equalising this.

Defra expect our Suppliers and Supplier Supply Chains to support and encourage employment and skills development opportunities through the performance of this proposed Call Off Contract, with a specific focus on opportunities for priority groups, including (but not limited to):

- people with disabilities;
- Ex-offenders;
- BAME;
- long-term unemployed.

This support may be through various activities such as, for example:

- Apprenticeship and work experience placements;
- Part-time and full-time employment and flexible working opportunities;
- Providing stable employment and hours of work, and avoiding exploitative employment practices including, for example, no inappropriate use of zero hour Contracts or other forms of demand driven Contracts;
- Supporting individuals to fulfil their potential with further education, employment or training e.g. coaching, mentoring, CV and interview skills;
- Providing funded training and professional development opportunities for existing employees;
- Providing funded training opportunities (for individuals not employed by Supplier);
- Fair and equal pay policy;
- Offering a range of employee assistance schemes.

Ethical behaviour standards

Taxpayers expect that government's suppliers will behave ethically and Defra expects the highest standards of business ethics from suppliers and their agents in the supply of goods and services funded by the public purse.

Defra expects suppliers to be explicit about the standards they demand of executives, employees, partners and subcontractors and to have the governance and audit processes to monitor and enforce these standards.

We may test Suppliers' proposed methods for delivering skills development within the local community as relevant to their specific requirements as part of this Call-Off Procedure.

9.6 Wellbeing & Community Benefits

Defra expect our Suppliers to positively impact individual wellbeing and contribute to transforming our local communities in a real and sustainable manner.

Ways in which the Supplier may be able to support wellbeing and community benefits include (but are not limited to):

- Supporting local businesses (not currently part of the existing supply chain) e.g., SMEs & SEs;
- Improving the experience of service users with specific diversity profiles or needs e.g. ensuring accessibility, undertaking staff sensitivity training, fostering a culture of respect for Defra group of diverse profiles;
- Creating cohesive communities: initiatives to support vulnerable people and address social issues such as homelessness, loneliness such as (but not limited to) donations to charities, staff volunteering, fundraising activities, befriending schemes etc;
- Staff wellbeing e.g., promoting awareness about mental health, substance misuse, domestic abuse, first aid training, anti-bullying campaigns, gender equality and diversity training, holistic therapies and treatments etc.

We may have different wellbeing and community benefits priorities specific to our local communities, and we may therefore test Suppliers' proposed methods for delivering wellbeing and community benefits as relevant to these specific requirements as part of the Call-Off stage.

9.7 Measurement and reporting

Suppliers are required to develop and maintain a plan throughout the life of the proposed Contract detailing how the Supplier will contribute to the overall achievement of our Social Value priorities. For the avoidance of doubt:

- The Social Value commitments and targets made during the Call-Off Procedure will form part of the contractual agreement between Defra and the Supplier, therefore bidders should only commit to activities that are within their capacity and capability to deliver.
- Social value forms part of the quality criteria and will be evaluated independently of price. Suppliers are therefore strongly advised not to include any additional costs related to social value as part of the price submission as this may negatively impact the competitiveness of Supplier overall tender submission.
- The Supplier must provide an implementation plan to us detailing how the required Social Value commitments will be delivered through the proposed Call-Off Contract.
- Defra and Suppliers will jointly agree the timeline for delivering the targets and measures that were committed to by the Supplier during the Call Off Procedure.

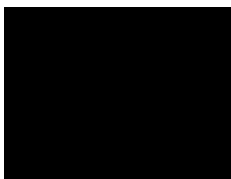
Defra specific social value priorities at call-off are:

- **Priority outcome 1: Environment** – Improve the environment through cleaner air and water, minimised waste, and thriving plants and terrestrial and marine wildlife
- **Priority outcome 2: Net zero** – Reduce greenhouse gas emissions and increase carbon storage in the agricultural, waste, peat and tree planting sectors to help deliver net zero
- **Priority outcome 3: Floods and resilience** – Reduce the likelihood and impact of flooding and coastal erosion on people, businesses, communities and the environment
- **Priority outcome 4: Agriculture, food, fisheries, animal welfare and biosecurity** – Increase the sustainability, productivity and resilience of the agriculture, fishing, food and drink sectors, enhance biosecurity at the border and raise animal welfare standards
- **Departmental outcome 5: Strengthening the union & international** – Promote a green, fair and resilient UK and global recovery, halt and reverse global declines in biodiversity, mitigate and adapt to climate change, help ensure the UK has an effective border, and contribute to a strengthened and prosperous union
- **Strategic enablers: Supporting outstanding delivery** – providing effective and efficient strategic direction and change management, delivery support and corporate services:
 - SE1: Great people (workforce, skills and location)
 - SE2: New ideas (innovation, technology and data)
 - SE3: Better outcomes (delivery, evaluation and collaboration)
 - SE4: Sustainability

Delivering Social Value - Example measures of the Framework Agreement provides a sample list of measures for each Social Value Priority area which may be used for this purpose.

- The Supplier must manage, measure and report on the delivery of Social Value throughout the life of this proposed Call-Off Contract.
- The Supplier must provide an annual Social Value Delivery Statement to Defra detailing the Social Value that has been delivered through this proposed Call-Off Contract.
- As part of the Civil Society Strategy implementation Defra reserves the right to publish information on the delivery of Social Value through this call off and may

contact suppliers requesting case studies for the purpose of increasing awareness and sharing knowledge.



10. ANNEX 1 Defra group organisations

[Department for Environment Food & Rural Affairs](#) agencies and public bodies include:

Non-ministerial department

- [Forestry Commission](#)
- [The Water Services Regulation Authority](#)

Executive agency

- [Animal and Plant Health Agency](#)
- [Centre for Environment, Fisheries and Aquaculture Science](#)
- [Rural Payments Agency](#)
- [Veterinary Medicines Directorate](#)

Executive non-departmental public body

- [Agriculture and Horticulture Development Board](#)
- [Board of Trustees of the Royal Botanic Gardens Kew](#)
- [Consumer Council for Water](#)
- [Environment Agency](#)
- [Joint Nature Conservation Committee](#)
- [Marine Management Organisation](#)
- [National Forest Company](#)
- [Natural England](#)
- [Sea Fish Industry Authority](#)
- [Office for Environmental Protection](#)

Advisory non-departmental public body

- [Advisory Committee on Releases to the Environment](#)
- [Independent Agricultural Appeals Panel](#)
- [Science Advisory Council](#)
- [Veterinary Products Committee](#)

Tribunal

- [Plant Varieties and Seeds Tribunal](#)
-

Other

- [Broads Authority](#)
- [Covent Garden Market Authority](#)
- [Dartmoor National Park Authority](#)
- [Drinking Water Inspectorate](#)
- [Exmoor National Park Authority](#)

- [Lake District National Park Authority](#)
- [New Forest National Park Authority](#)
- [North York Moors National Park Authority](#)
- [Northumberland National Park Authority](#)
- [Peak District National Park Authority](#)
- [South Downs National Park Authority](#)
- [UK Co-ordinating Body](#)
- [Yorkshire Dales National Park Authority](#)

11. ANNEX 2 - JOB ROLES & DUTIES OF DEFRA PERSONNEL

The duties undertaken by staff are multiple and varied, including but not restricted to:

- Desk based and display screen equipment and associated work, both seated and standing;
- Customer facing work, with risk of exposure to upset and/or violent people in the workplace and in third party premises and remote working locations;
- Contact with customers, staff and/or members of the public who may be expressing suicidal ideation
- Workers carrying out regulatory and enforcement activity
- Call Centre operations;
- Construction workers;
- Diving teams;
- Physical work e.g. searching people, bags, vehicles, ships and other forms of transport for smuggled goods and illegal immigrants and detaining/arresting people;
- Production areas, using appropriate equipment and some degree of manual handling;
- Operation of a fleet of boats to deter smuggling;
- Work outdoors in all seasons e.g. farms, forestry, flood defence;
- Agricultural and horticultural researchers;
- Inspections of establishments undertaking scientific procedures on live animals;
- Caseworkers dealing with images and written material of an explicit, difficult and disturbing nature;
- Front line emergency search and rescue activities;
- Driving (including blue-light and off-road);
- Laboratory workers;
- Staff working or coming into contact with biological hazards and other hazardous

substances in the workplace or at third party premises including, remote working;

- Contractual Home based workers;
- Blended workers working from a variety of locations, office or home;
- Shift workers;
- Veterinarians
- Armed Personnel;
- Ship workers and sea going scientists and researchers;
- Travel and work overseas; and
- Employees undertaking emergency response work which might be outside normal duties or working hours e.g. national/local disasters, flooding, notifiable diseases

12. ANNEX 3 - Travel and Subsistence

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

Rail Travel - Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

Mileage Allowance

Mileage Allowance	First [REDACTED] business miles in the tax year	Each business mile over [REDACTED] in the tax year
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Rate per night
████████████████████	████
████████████████████	████
████████	████
██████	████
████████████████████	████