



Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

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

Order Form

| | |
|----------------------|---|
| Call-off reference: | Project_1231 |
| The buyer: | UK Export Finance |
| Buyer address: | 1 Horse Guards Road, Westminster, London, SW1A 2HQ |
| The supplier: | PricewaterhouseCoopers LLP |
| Supplier address: | 1 Embankment Place, London, WC2N 6RH |
| Registration number: | OC303525 |
| DUNS number: | 733367952 |

Applicable framework contract

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

15th December 2021

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot:

Lot 2 Strategy and Policy

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. 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) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- 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 13 (Implementation Plan and Testing)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

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

Special Term 1.

Annex 1 to this Order Form, Call off Schedule 13 (Delivery Plan), shall replace Call off Schedule 13 (Implementation Plan and Testing).

Special Term 2

The Supplier agrees to UK Export Finance publishing KPIs as per the requirement by Cabinet Office. The KPIs to be published shall be agreed with the supplier and UK Export Finance within 20 working days of the date on which such publication is due.

Call-off start date: 15/12/2021

Call-off expiry date: 30/11/2022

Call-off initial period: 12 months

Call Off Optional Extension Period: One or more periods of up to 12 months in total

Call-off deliverables:

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

See details in Schedule 7 to the Invitation to Further Competition.

Maximum liability

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

Call-off charges

1. The maximum contract value shall be £824,605 (exclusive of VAT) the “Maximum Contract Value”.
2. The Supplier may invoice the Buyer for the Delivery Payment for each Deliverable in accordance with the terms of the Contract on the Achievement of that Deliverable.
3. The Buyer shall not be liable for any amount that exceeds the Delivery Payment agreed by the Buyer for a Deliverable in the relevant signed Statement of Work.
4. The Supplier shall ensure that the total amount of the Delivery Payments set out in the Delivery Plan (including where such Delivery Payment is varied by a signed Statement of Work) shall not exceed the Maximum Contract Value at any time.
5. For the avoidance of doubt, the discounted rates in the “time and materials” tab of the payment schedule submitted as part of the Tender shall be used by the Supplier to calculate all prices under this Contract.

The terms “Achievement”, “Delivery Payment” and “Statement of Work” shall have the meanings given to them in Call-Off Schedule 13 (Delivery Plan).

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

1. Specific Change in Law
2. In accordance with Call-Off Schedule 13 (Delivery Plan)

Reimbursable expenses

Not permitted

Payment method

Payment will be made by BACS.

[REDACTED]

The Supplier may invoice the Buyer for payment in respect of a Deliverable upon satisfactory completion of each Deliverable in accordance with Annex 1 to Call Off Schedule 13 (Delivery Plan).

The Supplier shall submit any invoices to the Buyer within 20 days of the end of each month.

Additionally, a breakdown of the Deliverables or part of the Deliverables completed each month, the tasks carried out and hours worked must be provided for Approval before each invoice is paid.

The Supplier shall send its invoices in the following format:

- All invoices must be sent by email to the email address below;
- Invoices must be a PDF attachment
- Where multiple invoices are submitted on one email the Supplier shall ensure that each invoice forms a separate attachment to the invoice

In addition to the information required under Clause 4.5 of the Core Terms, the Supplier must include the following information in each invoice:

- An invoice number
- An invoice date
- VAT registration number (where applicable)
- Your Company address and contact details
- A valid UKEF Purchase Order number which must be printed – invoices without a PO will be returned to the Supplier to be resubmitted
- Supplier's bank details

Buyer's invoice address

All invoices must be emailed to both [REDACTED]
& [REDACTED] as a PDF

Buyer's authorised representative

[REDACTED]
[REDACTED]
[REDACTED]

UKEF, 1 Horse Guards Road, London SW11 4LN

Buyer's security policy

[Not applicable]

Supplier's authorised representative

Supplier's contract manager

Progress report and meeting frequency

| Governance | | | |
|--|---|--|---|
| A summary of the governance to be applied to the services | | | |
| <i>This details what information the Customer requires the Supplier to provide to assist in managing the Contract and when the Customer expect to have contract review meetings.</i> | | | |
| Meeting/report | Content | Frequency | Format |
| First line governance – day to day | | | |
| Performance meetings including spend review (frequency TBD by UKEF) with UKEF TCFD project team | Contract performance and monitoring of spend against each deliverable | Weekly but TBD Spend review – monthly and after receipt of each invoice | Video / tele conferencing/written reports/presentations |
| Regular presentations to UKEF's TCFD project board team and | Presentation of TCFD Readiness review and at the request of the Customer's project team | TBD | Video / tele conferencing/written |

| | | | |
|--|---|------------|--|
| other appropriate stakeholders | | | re-ports/presentations |
| Phased reporting between Y1 and Y2 | Draft reports including summary and monitoring of progress of project implementation | TBD | Written re-ports/presentations |
| Y1 Final report and review meeting | Y1 Final quantitative and qualitative assessment of the Customer's portfolio, progress on TCFD project delivery achieved and recommendations for Y2 progress to be presented to the project team and other stakeholders as appropriate | March 2022 | Video / tele conferencing and/or face to face/written re-ports/presentations |
| Y2 Final report and review meeting | Y2 Final quantitative and qualitative assessment of the Customer's portfolio, progress on TCFD project delivery achieved and recommendations for future reporting to be presented to the project team and other stakeholders as appropriate | March 2023 | Video / tele conferencing and/or face to face/written re-ports/presentations |
| End of consultancy Final report | Final report -summary of progress on project implementation and recommendations for future disclosures. | TBD | Video / tele conferencing and/or face to face/written re-ports/presentations |
| Second line governance – management and strategic direction | | | |
| Quality of TCFD report in ARA 2021/2022 | Completed to the satisfaction of the Customer | TBD | Feedback to Project team from senior |

| | | | |
|---|---|--------------------------------------|---|
| Policy implementation as a result of the advice and recommendations provided by the supplier | Completed to the satisfaction of the Customer | TBD | management. Supplier may be required to attend additional meetings with senior management or other stakeholders as appropriate. |
| New process implementation or adaptation of existing processes as a result of advice and recommendations provided by the supplier | Completed to the satisfaction of the Customer | TBD | |
| Procedure implementation as a result of advice and recommendations provided by the supplier | Completed to the satisfaction of the Customer | TBD | |
| Third line governance – Quality Assurance / Audit | | | |
| Independent verification of alignment to international reporting standards such as GRI, WRI/WBCSD | The Customer may require certification of reporting standards | TBD | Provision of certification at the request of UKEF |
| Lessons learned from TCFD report 2021/22 | ‘Lessons learned’ summary for the next financial year’s TCFD report but also for the end of the consultancy period. | July/August 2022 July/August 2023 | Presentation/written reports/presentations to project team, senior |

Service credits

Not applicable

Additional insurances

The Supplier must, at its own cost, obtain and maintain insurance in sufficient sums to discharge any liability the Supplier may incur in the performance of its obligations under the Call Off Contract. As a minimum the following insurances shall apply for the Call Off Contract Period:

Employer's (Compulsory) Liability Insurance = Five Million Pounds Sterling (£5,000,000)

Public Liability Insurance = Five Million Pounds Sterling (£5,000,000)

Professional Indemnity Insurance = Five Million Pounds Sterling (£5,000,000)

*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

Guarantee

Not applicable

Social value commitment


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


Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

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

For and on behalf of the Supplier:

Signature: 

Name: 

Role: 

Date: 16/12/2021

For and on behalf of the Buyer:

Signature: 

Name: 

Role: 

Date: 15/12/2021

Annex 1 – Performance Management

- 1.1 The following Definitions will apply in this Annex:

“Amber Target” means the target for a KPI in the ‘Amber column of the KPI Table;

“Green Target” means the target for a KPI in the ‘Green’ column of the KPI table;

“KPI” means a call-off key performance indicator as set out in the KPI table

“KPI Table” means the KPI table in paragraph 1.8 of this Annex;

“Performance Meetings” shall have the meaning given to it in the Governance section of the Specification of Requirements

“Red Target” means the target for a KPI in the ‘Red’ column of the KPI table; and

“Service Level” means a period of one calendar month.

- 1.2 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of KPIs will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.3 The Supplier shall provide the Buyer with performance monitoring reports (**“Performance Monitoring Reports”**) in accordance with the process and timescales agreed pursuant to paragraph 1.2 of this Annex which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 1.3.1 for each KPI, the actual performance achieved for that KPI for the relevant Service Period;
 - 1.3.2 a summary of all failures to achieve KPIs that occurred during that Service Period clearly identifying whether this resulted in a failure to meet a “Red Target”, “Amber Target” or “Green Target”;
 - 1.3.3 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - 1.3.4 such other details as the Buyer may reasonably require from time to time.
- 1.4 Without prejudice to any other rights or remedies the Buyer may have under the Contract:
- 1.4.1 Where the Supplier fails to meet 1 Red Targets or 2 Amber Targets in any single Service Periods the Buyer may require the Supplier to comply with the Rectification Plan Process.

- 1.4.2 Where the Supplier fails to meet 2 Red Target or 4 Amber Targets in any single Service Period this will be deemed a material Default of the Contract and the Buyer shall be entitled to terminate the Contract under Clause 10.4.1(d) of the Core Terms.
- 1.5 The Parties shall discuss the Performance Monitoring Reports in the Performance Meetings. The Performance Meetings shall:
- 1.5.1 be attended by the Supplier's Representative and the Buyer's Representative; and
- 1.5.2 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.6 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.
- 1.7 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.

1.8 KPI Table

| Performance Call Off Key Performance Indicators (KPIs) required to ensure the contract performs as expected including what the measure/unit is. | | | | | | |
|--|--|--|---|--|--------------|--|
| Metri c | Call Off KPI | What information is required to measure this KPI? | How will the Call Off KPI be measured? | Red | Amber | Green |
| Contract management | Throughout the duration of the project the supplier should have a dedicated account manager who responds to requests from the Authority in within one (1) working day. | The Supplier should respond to the correspondent from the Authority within one (1) working day of receiving a request. | KPIs will be discussed at monthly meetings | Less than 95% of correspondence from the Authority to the Supplier is responded to within one (1) working day. | 98% | 100% correspondence from the Authority to the Supplier is responded to within one (1) working day. |

| | | | | | | |
|----------|--|--|---|--|---|--------------------------|
| Delivery | Advice and recommendations included as part of phased reporting including summary and monitoring of progress of project implementation throughout consultancy period | Reports completed with timings to be agreed between the Customer and Supplier | Completion of reports to the satisfaction of UKEF | Major gaps identified by the Customer or further work required | Some gaps identified by the Customer or further work needed | No further work required |
| Delivery | Advice and recommendations included as part of final reports at the end of each project year and end of consultancy period. | Final reports completed by March 2022, March – June 2023. | Completion of reports to the satisfaction of the Customer | Major gaps identified by the Customer or further work required | Some gaps identified by the Customer or further work needed | No further work required |
| Quality | Regular updates, including monitoring progress of TCFD project delivery | In a format to be agreed once the Contract has commenced as Deliverables are achieved. | Question and answer sessions by project team or other relevant stakeholders. Any gaps in the analysis identified by the Customer will be addressed in a follow up report provided by the Supplier | Any additional analysis required by the Customer or redraft | Some further work required by the Customer | No further work required |
| Cost | TBD with winning tenderer upon Contract Award | | | | | |

| | | | | | | |
|------------------------|--|-------------------------|------------------------|---|---|--------------------------|
| Continuous improvement | Recommendations for continuous improvement of climate change consideration across UKEF's decision making and due diligence processes (across UKEF's functions) | Outlined in the reports | Review by the Customer | Major gaps identified by the Customer and further work required | Some gaps identified by the Customer and further work required. | No further work required |
| Social Value | TBD with winning tenderer upon Contract Award | | | | | |

Call-Off Schedule 13 (Delivery Plan)

- **Definitions**

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

| | |
|----------------------------|---|
| “Achieve” | For the purposes of this Schedule 13, shall mean to successfully meet the satisfaction criteria identified in the Statement of Work for the relevant Deliverable and the issue of a Satisfaction Certificate in respect of that Deliverable and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly; |
| "Delay" | <ul style="list-style-type: none">• a delay in the Achievement of a Deliverable by its Delivery Date; or• a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Delivery Plan; |
| "Deliverable Item" | an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before the Delivery Date for the relevant Deliverable; |
| “Delivery Date” | the date by which a Deliverable shall be Delivered as set out in the Delivery Plan (as may be varied by a signed Statement of Work); |
| “Delivery Payment” | A payment identified in the Delivery Plan (as may be varied by a signed Statement of Work) to be made following the issue of a Satisfaction Certificate in respect of the Achievement of the relevant Deliverable; |
| “Delivery Plan” | The delivery plan submitted with the Call-Off Tender and attached as an Annex 1 to this Schedule 13 (as updated in accordance with this Schedule); |
| “Statement of Work” | a statement of works that meets the conditions set out in paragraph 2.3; |

1. Delivery Plan

1. The Delivery Plan is set out in the Annex to this Schedule.
2. The Supplier acknowledges that the Buyer is under no obligation to proceed with any Deliverable identified in the Delivery Plan.
3. The Supplier shall ensure that each Deliverable is standalone and any decision by the Buyer not to proceed with a Deliverable shall have no impact on the Delivery of any other Deliverable.

2. Statement of Works

1. The Supplier shall provide a draft Statement of Work for each Deliverable identified in the Delivery Plan within 5 days of instruction by the Buyer.
2. The Statement of Work shall be consistent in all material respects with the Delivery Plan.
3. The draft Statement of Work:
 1. must contain information at the level of detail necessary to ensure the Deliverable is managed effectively and as the Buyer may otherwise require;
 2. it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier;
 3. it shall identify the criteria which must be satisfied for the Deliverable to be Achieved;
 4. it shall include any changes needed to the Delivery Date and an explanation as to why such changes are necessary;
 5. it shall include the amount of the Delivery Payment for the Deliverable; and
 6. a breakdown of the costs underpinning the Delivery Payment.
3. Following receipt of the draft Statement of Work from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Statement of Work. The agreed Statement of Work will be signed by authorised representatives of both Parties. If the Parties are unable to agree the contents of the Statement of Work within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
4. The Supplier shall ensure that each Deliverable is Delivered on or before its Delivery Date.
5. The Supplier shall monitor its performance against the Delivery Plan and each Statement of Work and report to the Buyer on such performance.
6. The Parties may agree in writing changes to the Statement of Works where such changes do not conflict with the Delivery Plan.
7. The Buyer may notify the Supplier in writing that it does not wish to proceed with any one or more Deliverables at any time prior to a Statement of Work being agreed for

that Deliverable(s) in which case the Supplier shall not be obliged to deliver such Deliverable(s)

1. and the Buyer shall not be liable for any costs incurred by the Supplier in respect of such Deliverable.

3. Reviewing and changing the Delivery Plan


1. The Supplier shall keep the Delivery Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
2. The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Delivery Plan.
3. Time in relation to compliance with the Delivery Plan (as varied by any Statement of Work) shall be of the essence and failure of the Supplier to comply with the Delivery Plan shall be a material Default.

4. Security requirements before the Start Date

1. The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
2. The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
3. The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
4. The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
5. If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

1. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
 1. notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 2. include in its notification an explanation of the actual or anticipated impact of the Delay;

- 
3. comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 4. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.



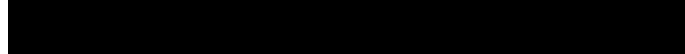
Annex 1: Delivery Plan

The Delivery Plan is set out below and the Milestones to be Achieved are identified below:

**PAYMENT SPECIFIC (AGAINST
DELIVERABLES/MILESTONES) PRICING
SCHEDULE**

| Financial Year | Deliverable Number | Description | MCF3 Role Title(s) | Project Rate(s) | Number of days required to deliver | Total Price to Authority (£) |
|--|--------------------------------------|---|--------------------|-----------------|------------------------------------|------------------------------|
| To enable reporting in ARA 2021/22 and 2022/23 | 1 Readiness Review | The supplier shall deliver an initial report ("TCFD Readiness Report") which includes, building on work already done: • an assessment of current best practice and likely evolution of expectations in TCFD implementation among market leaders. • a review of UKEF's current progress in TCFD implementation against each reporting measure under TCFD recommendations (Governance, Risk Management, Strategy and Metrics & Targets) | | £ | | £ |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | 2 Portfolio GHG Emissions Assessment | Timing – all timings are indicative and will be agreed with the supplier prior to UKEF 'calling off' elements from the framework contract. • Readiness report, to be delivered within 2 weeks of contract commencement | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|--|-------------------------------------|---|------------|------------|------------|------------|
| | | <p>(or another internationally recognised standard if recommended by the supplier).</p> <ul style="list-style-type: none">• All GHG data in Excel format and accompanying report with relevant narrative and analysis, including clear and credible assumptions and methodology and highlighting gaps in the data. <p>Timing – all timings are indicative and will be agreed with the supplier prior to UKEF ‘calling off’ elements from the framework contract.</p> <ul style="list-style-type: none">• Quantification and production of Excel data and accompanying analysis, assumptions and methodology and data gap identification to be delivered within 4 weeks. | [Redacted] | [Redacted] | [Redacted] | [Redacted] |
| | 3 Portfolio Decarbonisation Pathway | The supplier shall support UKEF in delivering a portfolio decarbonisation pathway with time-bound targets, which includes, building on work already done: | [Redacted] | [Redacted] | [Redacted] | [Redacted] |
| | | • An assessment of the methodological options for setting portfolio decarbonisation targets, informed by current best practice in comparable financial institutions. | [Redacted] | [Redacted] | [Redacted] | [Redacted] |
| | | • A clear explanation of the options, a clear recommendation | [Redacted] | [Redacted] | [Redacted] | [Redacted] |
| | | | [Redacted] | [Redacted] | [Redacted] | [Redacted] |
| | | | [Redacted] | [Redacted] | [Redacted] | [Redacted] |



| | | | | | | |
|--|--------------------------------|---|--|--|--|--|
| | | <p>to UKEF and explication of why it is the best approach for UKEF.</p> <ul style="list-style-type: none">• Application of selected methodological options and quantified targets to UKEF's portfolio, and an assessment of the implications of options for UKEF decision-making, policy and strategy.• Roadmap including recommendations for interim metrics and targets, in line with TCFD's overall recommendations for metrics and targets, to reduce portfolio level emissions. <p>Timing – all timings are indicative and will be agreed with the supplier prior to UKEF 'calling off' elements from the framework contract.</p> <ul style="list-style-type: none">• Roadmap to be delivered within 6 weeks, subject to interdependencies with other elements of the project, and consultation with UKEF stakeholders. | | | | |
| | 4 Data Strategy and Management | <p>The supplier shall review UKEF's available data and data acquisition process and design a data management strategy to identify how all climate-related data should be collected maintained and managed on UKEF's internal systems. This shall include:</p> | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|--|--|--|------------|------------|------------|------------|
| | | <ul style="list-style-type: none">• A review of UKEF’s current corporate data systems which will need to house climate-related data such as GHG emissions and any other relevant data sets. This should be informed by the ‘Readiness Review’ under Deliverable 1.• As assessment of the gaps in UKEF’s collection, storage and management of GHG-related data, in order to maintain an up-to-date understanding of UKEF’s portfolio GHG emissions. This should be informed by the ‘Portfolio GHG Emissions Assessment’ under Deliverable 2.• Design of additional data sets and/or data bases as required to deliver stress testing and scenario analysis under Deliverable 5• Development of any economic model as required under Deliverable 5 <p>Timing – all timings are indicative and will be agreed with the supplier prior to UKEF ‘calling off’ elements from the framework contract.</p> <ul style="list-style-type: none">• Data management strategy to be delivered within 4 weeks, subject to interdependencies with other elements of the project, and consultation with | [Redacted] | [Redacted] | [Redacted] | [Redacted] |
|--|--|--|------------|------------|------------|------------|

| | | | | | | |
|--|--|---|--|----------|------------------|--|
| | | UKEF stakeholders. | | | | |
| | 5 Stress Testing and Scenario Analysis | The supplier shall develop and support UKEF in implementation of TCFD-aligned stress testing and scenario analysis of its portfolio and whether additional stress testing and scenario analysis is needed for new business processes. This shall include: • An options analysis of the data or scenario providers including but not limited to: the International Energy Agency, Bank of England, other government departments, International Rating Agencies (S&P, Moodys, Fitch) • As a result of Deliverable 4, ensuring that all data requirements are achieved for stress testing and scenario analysis • Determining whether UKEF needs to develop or acquire a global economic model • Developing transparent TCFD-risk scenario definitions to enable consistency across stress testing and scenario analysis for UKEF's existing portfolio and in its decision-making for new business • Developing relevant and appropriate tools and guidance • Developing of a transparent and consistent | ██████ | █ ██████ | ████████████████ | |
| | | | ██████████ ██████████ | █ ██████ | ████████████████ | |
| | | | ██████████ ██████████ ██████████ | █ ██████ | ████████████████ | |
| | | | ██████████ | █ ██████ | ████████████████ | |
| | | | ██████████ | █ ██████ | | |

| | | | | | | |
|-------------|--------------------|--|--|--|--|--|
| | | <p>analytical approach,</p> <ul style="list-style-type: none">• Recommendations of how the stress testing / scenario analyses will be incorporated into the decision-making process• A review of UKEF's new business processes to see identify where stress testing and scenario analysis could be relevant for TCFD alignment. <p>Timing - all timings are indicative and will be agreed with the supplier prior to UKEF 'calling off' elements from the framework contract.</p> | | | | |
| 2021 - 2023 | 6 Project Delivery | The Supplier shall work with UKEF to identify priority actions in relation to TCFD project delivery. This should include: | | | | |
| | | • Building on work already done, advise UKEF on a strategy and collaborative delivery approach to change management, culture change, communications and training initiatives and activities to enable a solid understanding of climate change and the requirements of the TCFD recommendations across the department. | | | | |
| | | • Provide guidance on the implications of TCFD implementation on UKEF's current resource, organisational | | | | |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|-----------|------------------------------------|---|--------------------------|--------------|----------------------|--|
| | | <p>structure and ways of working.</p> <ul style="list-style-type: none"> • A benchmark study of UKEF's approach against other ECAs, DFIs and other financial institutions where relevant throughout the consulting period at intervals to be agreed between UKEF and the consultant. Timing – all timings are indicative and will be agreed with the supplier prior to UKEF 'calling off' elements from the framework contract. • Regular updates through presentations or meetings will be provided as requested by UKEF, with 1 week lead-in time or less as appropriate. • Interim reports on the implications of TCFD implementation on UKEF's resourcing, structuring and ways of working will be provided with 3 week lead-in time. • Ad hoc reports on benchmarking to other similar institutions as they publish TCFD reports or similar material to be provided on request, with 2 week lead-in time. | | | | |
| 2022-2023 | 7 Y1 and Y2 TCFD reporting support | The Supplier shall work with UKEF to support in delivering its TCFD disclosure as part of its Annual Report and Accounts (June 2022). This should include: | ██████████ | █ ██████████ | ████████████████████ | |
| | | | ██████████ ██████████ | █ ██████████ | ████████████████████ | |
| | | | ██████████ ██████████ | █ ██████████ | ████████████████████ | |

| | | | | | | |
|----------------------|----------------------------|--|--|--|--|-------------|
| | | • Review of UKEF’s proposed TCFD reporting, assessment of its fit with current best practice, and any recommendations for improvement. Timing – all timings are indicative and will be agreed with the supplier prior to UKEF ‘calling off’ elements from the framework contract. • Relevant reporting to be concluded in June 2022/2023, with support provided in the period March-June 2022/2023 | | | | |
| | | | | | | |
| | | | | | | |
| 2022-2023 | 8 End of project reporting | to deliver a final report for the second year of the project (March 2023) ahead of UKEF’s Annual Report and Accounts (June 2023). This should include: • Summary of project delivery progress against TCFD recommendations including gap analysis to show what the next stages of focus should be as UKEF continues to implement TCFD and any other relevant guidance in the future. Timing – all timings are indicative and will be agreed with the supplier prior to UKEF ‘calling off’ elements from the framework contract. • Report to be delivered by June 2023. | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL CONTRACT COST: | | | | | | £824,605.00 |



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: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ; |
| "Affected Party" | the Party seeking to claim relief in respect of a Force Majeure Event; |
| "Affiliates" | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| "Annex" | extra information which supports a Schedule; |
| "Approval" | the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly; |
| "Audit" | the Relevant Authority's right to: <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 |

| | |
|------------------|---|
| | <p>proposed or actual variations to them in accordance with the Contract);</p> <p>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 Deliverables;</p> <p>c) verify the Open Book Data;</p> <p>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</p> <p>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;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>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;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any:</p> <p>(i) Management Information delivered or required by the Framework Contract; or</p> <p>(ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;</p> |
| "Auditor" | <p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> |

| | |
|--|--|
| | <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p> |
| "Authority" | CCS and each Buyer; |
| "Authority Cause" | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier; |
| "BACS" | the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom; |
| "Beneficiary" | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| "Buyer" | the relevant public sector purchaser identified as such in the Order Form; |
| "Buyer Assets" | the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract; |
| "Buyer Authorised Representative" | the representative appointed by the Buyer from time to time in relation to the 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, 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: |

| | |
|--|---|
| | <p>e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <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> <ul style="list-style-type: none"> i) Overhead; j) financing or similar costs; 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; l) taxation; m) fines and penalties; n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and o) non-cash items (including depreciation, amortisation, impairments and movements in provisions); |
|--|---|

| | |
|--|---|
| "CRTPA" | the Contract Rights of Third Parties Act 1999; |
| "Data Protection Impact Assessment" | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| "Data Protection Legislation" | the GDPR, the LED and any applicable national implementing Laws as amended from time to time (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; |
| "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" | the earlier of: <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; |
| "Environmental Policy" | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer; |
| "Equality and Human Rights Commission" | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| "Estimated Year 1 Charges" | the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form; |
| "Estimated Yearly Charges" | means for the purposes of calculating each Party's annual liability under clause 11.2: <ul style="list-style-type: none"> i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or 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; |
| "Exempt Buyer" | a public sector purchaser that is: <ul style="list-style-type: none"> a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: <ul style="list-style-type: none"> i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); |

| | |
|--|---|
| | iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council; |
| “Exempt Call-off Contract” | the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract; |
| “Exempt Procurement Amendments” | any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer; |

| | |
|----------------------------|--|
| “Existing IPR” | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| “Exit Day” | shall have the meaning in the European Union (Withdrawal) Act 2018; |
| “Expiry Date” | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates); |
| “Extension Period” | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates; |
| “Financial Reports” | a report by the Supplier to the Buyer that: (a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; (b) provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); |

| | |
|--|--|
| | <p>(c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and</p> <p>(d) is certified by the Supplier's Chief Financial Officer or Director of Finance;</p> |
| "Financial Representative" | a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data; |
| "Financial Transparency Objectives" | <p>(a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier;</p> <p>(b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;</p> <p>(c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;</p> <p>(d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;</p> <p>(e) the Parties challenging each other with ideas for efficiency and improvements; and</p> <p>(f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;</p> |
| "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" | <p>e) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>f) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p> |
| "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" | <p>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:</p> <p>i) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;</p> |
| "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" | <p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request; |
| "Implementation Plan" | the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer; |
| "Indemnifier" | a Party from whom an indemnity is sought under this Contract; |
| "Independent Control" | where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly; |
| "Indexation" | the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form; |
| "Information" | has the meaning given under section 84 of the Freedom of Information Act 2000; |
| "Information Commissioner" | the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies; |

| | |
|---------------------------|---|
| "Initial Period" | the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires; |
| "Insolvency Event" | <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> <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: |

| | |
|---|---|
| | <p>a) contains any material errors or material omissions or a missing mandatory field; or</p> <p>b) is submitted using an incorrect MI reporting Template; or</p> <p>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</p> |
| "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> <p>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:</p> <p>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;</p> <p>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</p> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or</p> |

| | |
|-------------------------|---|
| | 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; c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services)); |
| "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 |

| | |
|--|--|
| | <p>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;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p> |
| "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> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p> |
| "Subcontractor" | any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person; |
| "Subprocessor" | any third Party appointed to process Personal Data on behalf of that Processor related to a Contract; |
| "Supplier" | the person, firm or company identified in the Framework Award Form; |
| "Supplier Assets" | all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets; |
| "Supplier Authorised Representative" | the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract; |
| "Supplier's Confidential Information" | a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier |

| | |
|--------------------------------------|--|
| | <p>(including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p> |
| "Supplier's Contract Manager" | the person identified in the Order Form appointed by the Supplier to oversee the operation of the 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; and (ii) Commercially Sensitive Information; |
| "Transparency Reports" | the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports); |
| "Variation" | any change to a Contract; |
| "Variation Form" | the form set out in Joint Schedule 2 (Variation Form); |
| "Variation Procedure" | the procedure set out in Clause 24 (Changing the contract); |
| "VAT" | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| "VCSE" | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; |
| "Worker" | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note |

| | |
|----------------------|---|
| | 08/15 (Tax Arrangements of Public Appointees) (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. |

Joint Schedule 2 (Variation Form)

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

| Contract Details | | |
|--|--|---------------------------|
| This variation is between: | [delete] as applicable: CCS / Buyer] ("CCS" "the Buyer") And [insert] name of Supplier] ("the Supplier") | |
| Contract name: | [insert] name of contract to be changed] ("the Contract") | |
| Contract reference number: | [insert] contract reference number] | |
| Details of Proposed Variation | | |
| Variation initiated by: | [delete] as applicable: CCS/Buyer/Supplier] | |
| Variation number: | [insert] variation number] | |
| Date variation is raised: | [insert] date] | |
| Proposed variation | | |
| Reason for the variation: | [insert] reason] | |
| An Impact Assessment shall be provided within: | [insert] number] days | |
| Impact of Variation | | |
| Likely impact of the proposed variation: | [Supplier to insert] assessment of impact] | |
| Outcome of Variation | | |
| Contract variation: | This Contract detailed above is varied as follows: [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] | |
| Financial variation: | Original Contract Value: | £ [insert] amount] |
| | Additional cost due to variation: | £ [insert] amount] |
| | New Contract value: | £ [insert] amount] |

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

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

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

| | |
|--------------------|--|
| Signature | |
| Date | |
| Name (in Capitals) | |
| Address | |
| | |

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

| | |
|--------------------|--|
| Signature | |
| Date | |
| Name (in Capitals) | |
| Address | |

Joint Schedule 3 (Insurance Requirements)

The insurance you need to have

- i. The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - i. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - ii. the Call-Off Contract Effective Date in respect of the Additional Insurances.
- ii. The Insurances shall be:
 - i. maintained in accordance with Good Industry Practice;
 - ii. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - iii. taken out and maintained with insurers of good financial standing and good reputation in the international insurance market; and
 - iv. maintained for at least six (6) years after the End Date.
- iii. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

7. How to manage the insurance

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

and other evidence of placing cover representing any of the Insurances to which it is a party.

8. What happens if you aren't insured

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

9. Evidence of insurance you must provide

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

10. Making sure you are insured to the required amount

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

11. Cancelled Insurance

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

12. Insurance claims

- i. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables,

the Supplier shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

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

ANNEX: REQUIRED INSURANCES

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

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

[Guidance: adjust the above as required for your procurement and add any other insurance required for the framework tender. Note that this is not the place for Additional Insurances – they are specified in the order form by the Buyer,

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

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

Joint Schedule 7 (Financial Difficulties)

13. Definitions

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

| | |
|-----------------------------------|---|
| "Credit Rating Threshold" | the minimum credit rating level for the Monitored Company as set out in Annex 2 |
| "Financial Distress Event" | <p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none">• the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;• the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;• there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;• Monitored Company committing a material breach of covenant to its lenders;• a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or• any of the following:<ul style="list-style-type: none">■ commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;■ non-payment by the Monitored Company of any financial indebtedness;■ any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or |

| | |
|---|---|
| | <ul style="list-style-type: none"> the cancellation or suspension of any financial indebtedness in respect of the Monitored Company <p>in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;</p> |
| "Financial Distress Service Continuity Plan" | a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with each Call-Off Contract in the event that a Financial Distress Event occurs; |
| "Monitored Company" | Supplier |
| "Rating Agencies" | the rating agencies listed in Annex 1. |

14. When this Schedule applies

- i. The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- ii. The terms of this Schedule shall survive:
 - i. under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any Call-Off Contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and
 - ii. under the Call-Off Contract until the termination or expiry of the Call-Off-Contract.

15. What happens when your credit rating changes

- i. The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- ii. The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- iii. If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

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

where:

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

iv. The Supplier shall:

- i. regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- ii. promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

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

16. What happens if there is a financial distress event

- i. In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- ii. The Supplier shall and shall procure that the other Monitored Companies shall:
 - i. at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
 - ii. where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
 1. submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event,

within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

2. provide such financial information relating to the Monitored Company as CCS may reasonably require.
- iii. If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- iv. If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- v. Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
 - i. on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
 - ii. where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - iii. comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- vi. Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.64.6.
- vii. CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

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

- i. CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
 - i. the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
 - ii. CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - iii. the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

18. What happens If your credit rating is still good

- i. Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - i. the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - ii. CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).



ANNEX 1: RATING AGENCIES

Dun & Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

| Entity | Credit rating (long term) |
|------------|---------------------------|
| [Redacted] | [Redacted] |

Joint Schedule 10 (Rectification Plan)

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



| | | | |
|-----------------------|--|-------|--|
| Signed by [CCS/Buyer] | | Date: | |
|-----------------------|--|-------|--|

Joint Schedule 11 (Processing Data)

Definitions

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

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

Status of the Controller

3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

1. “Controller” in respect of the other Party who is “Processor”;
2. “Processor” in respect of the other Party who is “Controller”;
3. “Joint Controller” with the other Party;
4. “Independent Controller” of the Personal Data where the other Party is also “Controller”,
in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

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

1. Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
2. ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - nature of the data to be protected;
 - harm that might result from a Personal Data Breach;
 - state of technological development; and
 - cost of implementing any measures;
3. ensure that :
 - the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - have undergone adequate training in the use, care, protection and handling of Personal Data;
4. not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - the Data Subject has enforceable rights and effective legal remedies;
 - the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
5. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

8. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
1. receives a Data Subject Access Request (or purported Data Subject Access Request);
 2. receives a request to rectify, block or erase any Personal Data;
 3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 5. 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
 6. becomes aware of a Personal Data Breach.
9. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
10. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
1. the Controller with full details and copies of the complaint, communication or request;
 2. such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 4. assistance as requested by the Controller following any Personal Data Breach; and/or
 5. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
11. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
1. the Controller determines that the Processing is not occasional;
 2. the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 3. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
12. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
13. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

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


Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

19. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
20. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
21. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
22. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
23. The Parties shall only provide Personal Data to each other:
 1. to the extent necessary to perform their respective obligations under the Contract;
 2. in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

3. where it has recorded it in Annex 1 (*Processing Personal Data*).
24. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
25. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
26. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
1. the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 2. where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
27. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 2. implement any measures necessary to restore the security of any compromised Personal Data;
 3. work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
28. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

- 
29. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
 30. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

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

- (1) The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]
- (2) The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- (3) The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- (4) Any such further instructions shall be incorporated into this Annex.

| Description | Details |
|---|---|
| Identity of Controller for each Category of Personal Data | <p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• Buyer staff• Buyer customers• Buyer stakeholders <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">d) Business contact details of Supplier Personnel for which the Supplier is the Controller,e) Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller, |
| Duration of the Processing | For the duration of this Call-Off Contract term and thereafter to the extent required by a Party to perform any continuing obligations under the Contract. |

| | |
|---|--|
| Nature and purposes of the Processing | The purpose of the Processing is to enable the Supplier to perform its duties under the Contract – specifically to engage with UKEF's staff, customers and stakeholders to the extent necessary to carry out its work for UKEF on TCFD within the scope of this tender |
| Type of Personal Data | Buyer supplied: Buyer staff names and their work and contact details; subcontractors' staff names and their work and contact details; names of employees of Buyer's customers or stakeholders and their work and contact details. |
| Categories of Data Subject | Buyer staff Buyer customers Buyer external stakeholders |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | Data will be retained for up to seven (7) years after the duration of the processing outlined above and in accordance with the Buyer's Privacy Notice. At the conclusion of the above retention period, the Supplier will securely erase all such Personal Data unless required by law to retain it. Personal Data where the Parties are Independent Controllers – seven (7) years or otherwise in accordance with the relevant Party's internal retention policies. |

Call-Off Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

| Title | Content | Format | Frequency |
|-----------------------------|---------|--------|-----------|
| [Performance] | [] | [] | [] |
| [Call-Off Contract Charges] | [] | [] | [] |
| [Key Subcontractors] | [] | [] | [] |
| [Technical] | [] | [] | [] |
| [Performance management] | [] | [] | [] |

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

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

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

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

2.3.1 identifying the emergence of relevant new and evolving technologies;

2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

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

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

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

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

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

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

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

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

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

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

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

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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" | the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable); |
| "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 Within thirty (30) days following the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:

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

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.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;

- 5.2.4 loss of a Subcontractor;
- 5.2.5 emergency notification and escalation process;
- 5.2.6 contact lists;
- 5.2.7 staff training and awareness;
- 5.2.8 BCDR Plan testing;
- 5.2.9 post implementation review process;
- 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 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)

Part A: Short Form Security Requirements

Definitions

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

| | |
|-----------------------------------|---|
| "Breach of Security" | <p>c) the occurrence of:</p> <p>i) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>ii) 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> <p>d) in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p> |
| "Security Management Plan" | <p>e) the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.</p> |

6. Complying with security requirements and updates to them

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. The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
3. Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

4. If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
5. Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

7. Security Standards

1. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
2. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 1. is in accordance with the Law and this Contract;
 2. as a minimum demonstrates Good Industry Practice;
 3. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 4. where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
3. The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
4. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

8. Security Management Plan

1. Introduction

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

2. Content of the Security Management Plan

1. The Security Management Plan shall:
 - comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites

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

- be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

3. **Development of the Security Management Plan**

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

4. **Amendment of the Security Management Plan**

1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - emerging changes in Good Industry Practice;
 - any change or proposed change to the Deliverables and/or associated processes;
 - where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - any new perceived or changed security threats; and
 - any reasonable change in requirements requested by the Buyer.
2. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
 - suggested improvements to the effectiveness of the Security Management Plan;
 - updates to the risk assessments; and
 - suggested improvements in measuring the effectiveness of controls.
3. Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
4. The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

9. **Security breach**

1. Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
 1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - minimise the extent of actual or potential harm caused by any Breach of Security;
 - remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - prevent an equivalent breach in the future exploiting the same cause failure; and

- as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
3. In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

| | |
|-----------------------------|--|
| "Breach of Security" | <p>f) means the occurrence of:</p> <ul style="list-style-type: none"> i) 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/or ii) 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>g) in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;</p> |
| "ISMS" | <p>h) the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and</p> |
| "Security Tests" | <p>i) tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.</p> |

Part B – Annex 1:

Baseline security requirements

Handling Classified information

- ii. 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.

19. End user devices

- i. 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").
- ii. 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.

20. Data Processing, Storage, Management and Destruction

- i. 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.
- ii. The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- iii. The Supplier shall:
 - i. provide the Buyer with all Government Data on demand in an agreed open format;
 - ii. have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
 - iii. securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
 - iv. securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

21. Ensuring secure communications

- i. 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.
- ii. 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.

22. Security by design

- i. 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.
- ii. 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).

23. Security of Supplier Staff

- i. Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.

24. Restricting and monitoring access

- i. 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.

25. Audit

- i. 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:
 - i. 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.
 - ii. 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.
- ii. The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- iii. 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" | 1 Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables; |
| "Exit Information" | 2 has the meaning given to it in Paragraph 3.1 of this Schedule; |
| "Exit Manager" | 3 the person appointed by each Party to manage their respective obligations under this Schedule; |
| "Exit Plan" | 4 the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule; |
| "Net Book Value" | 5 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" | 6 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" | 7 the register and configuration database referred to in Paragraph 2.2 of this Schedule; |
| "Replacement Goods" | 8 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" | 9 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" | 10 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" | 11 has the meaning given to it in Paragraph 5.1 of this Schedule; |
| "Termination Assistance Period" | 12 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" | 13 Exclusive Assets which are capable of legal transfer to the Buyer; |
| "Transferable Contracts" | 14 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" | 15 has the meaning given to it in Paragraph 8.2.1 of this Schedule; |
| "Transferring Contracts" | 16 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;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

- 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every [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 initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

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

5.4 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 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

1. PURPOSE

UK Export Finance (UKEF) (the Customer) is seeking an experienced Supplier with a broad range of capabilities and experience to provide consultancy services that build upon work already undertaken to deliver the Customer's first Task Force on Climate-related Financial Disclosures (TCFD) report in UKEF's Annual Report and Accounts for 2020/21 published in June 2021.

The successful supplier (the "Supplier") will support the Customer in further developing its implementation of the TCFD recommendations so that it can deliver quantitatively in its next (second) TCFD report at the end of financial year 2021/22 and beyond.

Under the RM6187 Management Consultancy Framework terms, the supplier may sub-contract the delivery of some of these requirements. Any planned sub-contractors should be identified in the procurement response, Schedule 01.

The Customer is offering a call-off contract for an initial term of a year, with the option to extend the Contract for a further 12 months. The total budget for the duration of the Contract (including any extension) is up to £875k (exclusive of VAT) but spend will depend on the Customer's requirements over the Contract Period. The Contract is not intended to be exclusive and there will be no minimum spend guaranteed. This is in part to reflect the likely evolution of UKEF's needs relating to TCFD implementation throughout the Contract Period and the Customer may not require all of the Deliverables set out in this Specification of Requirements to be delivered.

2. BACKGROUND TO THE CUSTOMER

The Customer is the UK's Export Credit Agency. The Customer lends money and provides guarantees to commercial financing, either to exporters or directly to their buyers, to help ensure that no viable UK export fails for lack of finance. The Customer also provides insurance for exporters (for example against buyer default on an export). More information is available at

Ø <https://www.gov.uk/government/organisations/uk-export-finance>

Ø <https://www.gov.uk/government/collections/our-products>;

Ø <https://www.gov.uk/government/organisations/uk-export-finance/about>.

The Customer is a Ministerial Department and has been in operation for over 100 years. The Customer is strategically and operationally aligned with the Department for International Trade. Most of its business is in non-OECD and developing markets (e.g. South America, the Middle East and Asia) and often to projects for which it can be hard to find mainstream funding.

The Customer operates under a HM Treasury (HMT) consent which requires the Customer to operate at no net cost to the taxpayer. The Customer has successfully delivered this mandate and last year (2020-2021) the Customer provided £12.3bn of support to 549 companies to export to over 100 foreign markets. The Customer ranked second worldwide for sustainable deals supported (by trade finance publication TXF) - £2.4bn in 2020.

The Department for International Trade (DIT) is procuring this requirement on behalf of the Customer.

3. THE REQUIREMENT

3.1. The Customer has committed to making climate-related financial disclosures, in line with the government's Green Finance Strategy. The second annual TCFD report will build on [this year's disclosure](#) with the inclusion of quantitative disclosure. A significant part of the TCFD recommendations requires quantifying. This includes the Customer's greenhouse gas emissions, and its portfolio carbon footprint (financed emissions); understanding and quantifying climate related (transitional and physical) financial risks, scenario analysis of climate related financial risks to the Customers' existing portfolio and potential new support. This will require developing and integrating a climate-related data management strategy with a clear approach and assumptions. The Customer does not currently have the expertise or capacity internally to undertake this substantial piece of work, which will demand a combination of scientific, data acquisition and analysis, financial modelling and risk assessment, and accounting expertise.

To enable this the Supplier will provide the following services:

3.2. To assess the Customers current status:

- To review and update the Customer's current ability to implement TCFD recommendations by completing an updated TCFD "Readiness" Review^[1] – how the Customer's current business strategy, processes and procedures consider climate

Framework Ref: RM6187

Project Version: v1.0

Model Version: v3.1v2

risks and opportunities, and how these contribute to decision making across all UKEF's functions (such as credit risk, underwriting, Environmental & Social risk, legal, operational, strategy and policy).

- To review and update the Customers quantitative and qualitative analysis of critical assets, regions, markets and suppliers to identify priority climate-related physical and transition risks and opportunities.

3.3. To work with and deliver to the Customer on the following:

- **Data management:** to identify how all climate-related data should be maintained and managed on the Customers internal corporate systems or whether new systems are required.
- **GHG emissions data and decarbonisation pathways:**
 - i. To support UKEF in quantification of the Customers portfolio GHG emissions with a focus on its Scope 3 greenhouse gas (GHG) emissions (financed emissions) resulting from the business the Customer supports.
 - ii. to include an options analysis and a roadmap with interim metrics and targets (whether a number or percentages) to reduce portfolio level emissions

3.4. Design/Review of data requirements:

- To identify the level of granularity of data required for stress testing / scenario analysis or other purpose to be defined by the Customer, and how it can be obtained, i.e. at the sovereign, sector, corporate or asset level.

3.5. Design/Review of Climate-related Stress testing / scenario analysis requirements:

- Development of transparent TCFD-risk scenario definitions to enable consistency across stress testing and scenario analysis for the Customers existing portfolio and in its decision-making for new business
- Options analysis of the data or scenario providers including but not limited to: the International Energy Agency, Bank of England, other government departments, International Rating Agencies (S&P, Moodys, Fitch)
- Development of relevant and appropriate tools and guidance, including but not limited to economic models.
- Development of a transparent and consistent analytical approach, including feasibility / certainty of outcomes.
- To recommend how the stress testing / scenario analyses which will be incorporated into the decision-making process

3.6. Training /management of change/ building in-house capability:

- Support the Customer in developing its in-house expertise to enable it to be self-sufficient in its delivery of TCFD by end of the consultancy period.
- Building on work already done on behalf of the Customer, advise the Customer on a strategy and collaborative delivery approach to change management, culture change, communications and training initiatives and activities to enable a solid understanding of climate change and the requirements of the TCFD recommendations across the department.
- Provide guidance on the implications of TCFD implementation on UKEF's current resource, organisational structure and ways of working.

3.7. To benchmark the Customer's approach against other ECAs, DFIs and other financial institutions where relevant throughout the consulting period at intervals to be agreed between the Customer and the Supplier.

As a result of the previous actions listed above, to produce the following recommendations and deliverables:

4. KEY RECOMMENDATIONS

- 4.1 Recommendations (including quantification) on what the Customer can and should be disclosing by the end of Project Year 1, Year 2 and beyond
- 4.2 Recommendations for quantified interim targets UKEF should adopt to meet its long-term portfolio decarbonisation objectives.
- 4.3 Recommendations on how the datasets and databases, and climate-related analytical methodologies that are identified can be used as part of TCFD project delivery.
- 4.4 After review of data requirements, development of a climate-related data strategy with transparency in methods used by the consultant to construct the data sets and how UKEF can use them in scenario analysis / stress testing
- 4.5 Recommendations on how the data and analysis can be best used as part of decision-making across the department
- 4.6 Recommendations on how the data and analysis can be best applied as part of UKEF's portfolio management and the application for supporting new business.
- 4.7 Recommendations for incorporation and continuous improvement of climate change considerations with legal, credit (assessment of the financial implications of TCFD and Climate Change) and environmental & social due diligence processes in line with best practice.
- 4.8 As a result of decarbonisation analysis and wider data review, recommendations on robust metrics and targets that can be incorporated into UKEF's climate change strategy and policy.
- 4.9 Any other recommendations as reasonably requested by UKEF.

5. KEY DELIVERABLES

The key deliverables required from the Supplier is to support UKEF in its quantitative and qualitative disclosures as part of TCFD's recommendations which will appear in UKEF's Annual Report and Accounts (see table below). The Customer may not require all of these Deliverables to be delivered depending on how its strategy evolves.

| Item | Deliverables | Corresponding Performance Measurement / Key Milestones |
|------|--|--|
| 1 | <p><u>Deliverable 1 – Readiness Review</u></p> <p>Output - The Supplier shall deliver an initial report ("TCFD Readiness Report") which includes, building on work already done:</p> <ul style="list-style-type: none"> • an assessment of current best practice and likely evolution of expectations in TCFD implementation among market leaders. • a review of UKEF's current progress in TCFD implementation against each reporting measure under TCFD recommendations (Governance, Risk Management, Strategy and Metrics & Targets) <p>Timing – all timings are indicative and will be agreed with the Supplier prior to UKEF 'calling off' elements from the framework contract.</p> <ul style="list-style-type: none"> • Readiness report, to be delivered within 2 weeks of contract commencement | <p>Outcomes for UKEF:</p> <ul style="list-style-type: none"> • UKEF will understand current market expectations of TCFD disclosure, and their likely evolution. • UKEF will have an objective assessment of its readiness in implementing the TCFD recommendations and be able to prioritise work accordingly. |
| 2 | <p><u>Deliverable 2: Portfolio GHG Emissions Assessment</u></p> <p>Output – The Supplier shall deliver a quantified assessment of UKEF's portfolio GHG emissions which includes, building on work already done:</p> <ul style="list-style-type: none"> • Quantification of UKEF's portfolio GHG emissions in line with Greenhouse Gas Protocol standards (or another internationally recognised standard if recommended by the Supplier). • All GHG data in Excel format and accompanying report with relevant narrative and analysis, including clear and credible assumptions and methodology and highlighting gaps in the data. <p>Timing – all timings are indicative and will be agreed with the Supplier prior to UKEF 'calling off' elements from the framework contract.</p> <ul style="list-style-type: none"> • Quantification and production of Excel data and accompanying analysis, assumptions and methodology and data gap identification to be delivered within 4 weeks. | <p>Outcomes for UKEF:</p> <ul style="list-style-type: none"> • UKEF will understand its portfolio emissions, how these will change over time. • UKEF will be able to use this data to inform decisions around setting targets for its portfolio emissions. • UKEF will be able to update and project its portfolio emissions independently in future, based on clear assumptions and methodology provided by the Supplier. |
| 3 | <p><u>Deliverable 3: Portfolio Decarbonisation Pathway</u></p> <p>Output – The Supplier shall support UKEF in delivering a portfolio decarbonisation pathway with time-bound targets, which includes, building on work already done:</p> <ul style="list-style-type: none"> • An assessment of the methodological options for setting portfolio decarbonisation targets, | <p>Outcomes for UKEF:</p> <ul style="list-style-type: none"> • UKEF will be able to take an informed decision on its portfolio decarbonisation pathway, including setting time-bound targets. • UKEF will have a clear understanding of the implications of its chosen decarbonisation pathway for strategy, policy and |

| | | |
|---|--|--|
| | <p>informed by current best practice in comparable financial institutions.</p> <ul style="list-style-type: none"> • A clear explanation of the options, a clear recommendation to UKEF and explication of why it is the best approach for UKEF. • Application of selected methodological options and quantified targets to UKEF's portfolio, and an assessment of the implications of options for UKEF decision-making, policy and strategy. • Roadmap including recommendations for interim metrics and targets, in line with TCFD's overall recommendations for metrics and targets, to reduce portfolio level emissions. <p>Timing – all timings are indicative and will be agreed with the Supplier prior to UKEF 'calling off' elements from the framework contract.</p> <ul style="list-style-type: none"> • Roadmap to be delivered within 6 weeks, subject to interdependencies with other elements of the project, and consultation with UKEF stakeholders. | <p>decision-making and be able to implement it independently.</p> |
| 4 | <p><u>Deliverable 4 – Data strategy and management</u></p> <p>Output - The Supplier shall review UKEF's available data and data acquisition process and design a data management strategy to identify how all climate-related data should be collected maintained and managed on UKEF's internal systems. This shall include:</p> <ul style="list-style-type: none"> • A review of UKEF's current corporate data systems which will need to house climate-related data such as GHG emissions and any other relevant data sets. This should be informed by the 'Readiness Review' under Deliverable 1. • As assessment of the gaps in UKEF's collection, storage and management of GHG-related data, in order to maintain an up-to-date understanding of UKEF's portfolio GHG emissions. This should be informed by the 'Portfolio GHG Emissions Assessment' under Deliverable 2. • Design of additional data sets and/or data bases as required to deliver stress testing and scenario analysis under Deliverable 5 • Development of any economic model as required under Deliverable 5 <p>Timing – all timings are indicative and will be agreed with the Supplier prior to UKEF 'calling off' elements from the Call-off Contract.</p> <ul style="list-style-type: none"> • Data management strategy to be delivered within 4 weeks, subject to interdependencies with other elements of the project, and consultation with UKEF stakeholders. | <p>Outcomes for UKEF:</p> <ul style="list-style-type: none"> • UKEF will understand any gaps in its climate-related data acquisition and management, and what is required to address these. • UKEF will be able to collect and manage climate-related data independently in future, enabling monitoring, delivery and reporting of data as appropriate. |
| 5 | <p><u>Deliverable 5 – Stress testing and scenario analysis</u></p> | <p>Outcomes for UKEF</p> <ul style="list-style-type: none"> • UKEF will have a 'house-view' of all climate-related |

| | | |
|---|--|--|
| | <p>Output– The supplier shall develop and support UKEF in implementation of TCFD-aligned stress testing and scenario analysis of its portfolio and whether additional stress testing and scenario analysis is needed for new business processes. This shall include:</p> <ul style="list-style-type: none"> • An options analysis of the data or scenario providers including but not limited to: the International Energy Agency, Bank of England, other government departments, International Rating Agencies (S&P, Moodys, Fitch) • As a result of Deliverable 4, ensuring that all data requirements are achieved for stress testing and scenario analysis • Determining whether UKEF needs to develop or acquire a global economic model • Developing transparent TCFD-risk scenario definitions to enable consistency across stress testing and scenario analysis for UKEF's existing portfolio and in its decision-making for new business • Developing relevant and appropriate tools and guidance • Developing of a transparent and consistent analytical approach, • Recommendations of how the stress testing / scenario analyses will be incorporated into the decision-making process • A review of UKEF's new business processes to see identify where stress testing and scenario analysis could be relevant for TCFD alignment. <p>Timing - all timings are indicative and will be agreed with the supplier prior to UKEF 'calling off' elements from the framework contract.</p> | <p>risks and opportunities based on clear assumptions and robust methodologies</p> <ul style="list-style-type: none"> • UKEF will have a clear and robust set of stress tests and scenarios which can evolve over time • UKEF's corporate systems will have capacity to store and maintain the relevant data |
| 6 | <p>Deliverable 6 – Project Delivery</p> <p>Output – the Supplier shall work with UKEF to identify priority actions in relation to TCFD project delivery. This should include:</p> <ul style="list-style-type: none"> • Building on work already done, advise UKEF on a strategy and collaborative delivery approach to change management, culture change, communications and training initiatives and activities to enable a solid understanding of climate change and the requirements of the TCFD recommendations across the department. • Provide guidance on the implications of TCFD implementation on UKEF's current resource, organisational structure and ways of working. • A benchmark study of UKEF's approach against other ECAs, DFIs and other financial institutions where relevant throughout the consulting period at intervals to be agreed between UKEF and the consultant. | <p>Outcomes for UKEF:</p> <ul style="list-style-type: none"> • UKEF will be self-sufficient in its delivery of TCFD by end of the consultancy period. |

| | | |
|---|--|---|
| | <p>Timing – all timings are indicative and will be agreed with the supplier prior to UKEF ‘calling off’ elements from the framework contract.</p> <ul style="list-style-type: none"> Regular updates through presentations or meetings will be provided as requested by UKEF, with 1 week lead-in time or less as appropriate. Interim reports on the implications of TCFD implementation on UKEF’s resourcing, structuring and ways of working will be provided with 3 week lead-in time. Ad hoc reports on benchmarking to other similar institutions as they publish TCFD reports or similar material to be provided on request, with 2 week lead-in time. | |
| 7 | <p><u>Deliverable 7 – Y1 and Y2 TCFD reporting support</u></p> <p>Output – to support UKEF in delivering its TCFD disclosure as part of its Annual Report and Accounts (June 2022). This should include:</p> <ul style="list-style-type: none"> Review of UKEF’s proposed TCFD reporting, assessment of its fit with current best practice, and any recommendations for improvement. <p>Timing – all timings are indicative and will be agreed with the supplier prior to UKEF ‘calling off’ elements from the framework contract.</p> <ul style="list-style-type: none"> Relevant reporting to be concluded in June 2022/2023, with support provided in the period March-June 2022/2023. | <p>Outcomes for UKEF:</p> <ul style="list-style-type: none"> UKEF TCFD reporting will be robust and in line with industry best practice. |
| 8 | <p><u>Deliverable 8 – End of project report</u></p> <p>Output – to deliver a final report for the second year of the project (March 2023) ahead of UKEF’s Annual Report and Accounts (June 2023). This should include:</p> <ul style="list-style-type: none"> Summary of project delivery progress against TCFD recommendations including gap analysis to show what the next stages of focus should be as UKEF continues to implement TCFD and any other relevant guidance in the future. <p>Timing – all timings are indicative and will be agreed with the supplier prior to UKEF ‘calling off’ elements from the framework contract.</p> <ul style="list-style-type: none"> Report to be delivered by June 2023. | <p>Outcomes for UKEF:</p> <ul style="list-style-type: none"> UKEF will be able to undertake TCFD reporting independently in future, with a clear understanding of state of play, stakeholder expectations and actions needed to improve future reporting. |

Governance

A summary of the governance to be applied to the services

This details what information the Customer requires the Supplier to provide to assist in managing the Contract and when the Customer expect to have contract review meetings.

| Meeting/report | Content | Frequency | Format |
|--|---|----------------|---|
| First line governance – day to day | | | |
| Performance meetings (frequency TBD by UKEF) with UKEF TCFD project team | Contract performance | Weekly but TBD | Video / tele conferencing |
| Regular presentations to UKEF's TCFD project board team and other appropriate stakeholders | Presentation of TCFD Readiness review and at the request of the Customer's project team | TBD | Video / tele conferencing |
| Phased reporting between Y1 and Y2 | Draft reports including summary and monitoring of progress of project implementation | TBD | |
| Y1 Final report and review meeting | Y1 Final quantitative and qualitative assessment of the Customer's portfolio, progress on TCFD project delivery achieved and recommendations for Y2 progress to be presented to the project team and other stakeholders as appropriate | March 2022 | Video / tele conferencing and/or face to face |
| Y2 Final report and review meeting | Y2 Final quantitative and qualitative assessment of the Customer's portfolio, progress on TCFD project delivery achieved and recommendations for future reporting to be presented to the project team and other stakeholders as appropriate | March 2023 | Video / tele conferencing and/or face to face |
| End of consultancy Final report | Final report -summary of progress on project implementation and recommendations for future disclosures. | TBD | Video / tele conferencing and/or face to face |
| Second line governance – management and strategic direction | | | |
| Quality of TCFD report in ARA 2021/2022 | Completed to the satisfaction of the Customer | TBD | Feedback to Project team from senior management. Supplier may be required to attend additional meetings with senior |
| Policy implementation as a result of the advice and recommendations provided by the supplier | Completed to the satisfaction of the Customer | TBD | |

| | | | |
|---|---|--------------------------------------|---|
| New process implementation or adaptation of existing processes as a result of advice and recommendations provided by the supplier | Completed to the satisfaction of the Customer | TBD | management or other stakeholders as appropriate. |
| Procedure implementation as a result of advice and recommendations provided by the supplier | Completed to the satisfaction of the Customer | TBD | |
| Third line governance – Quality Assurance / Audit | | | |
| Independent verification of alignment to international reporting standards such as GRI, WRI/WBCSD | The Customer may require certification of reporting standards | TBD | Provision of certification at the request of UKEF |
| Lessons learned from TCFD report 2021/22 | ‘Lessons learned’ summary for the next financial year’s TCFD report but also for the end of the consultancy period. | July/August 2022 July/August 2023 | Presentation to project team, senior management and other stakeholders as appropriate |

[11](#) A previous review was completed in October 2020



Crown
Commercial
Service

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

1. How the contract works

- 1.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 1.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 1.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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.

- 1.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 1.10 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.

2. What needs to be delivered

2.1 All deliverables

2.1.1 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.

2.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

2.2 Goods clauses

2.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

2.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

2.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

2.2.4 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.

2.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

2.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

2.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

- 2.2.8** All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 2.2.9** The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 2.2.10** 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.
- 2.2.11** 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.
- 2.2.12** 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.

2.3 Services clauses

- 2.3.1** Late Delivery of the Services will be a Default of a Call-Off Contract.
- 2.3.2** 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.
- 2.3.3** The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 2.3.4** The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 2.3.5** The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 2.3.6** The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 2.3.7** 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.

3. Pricing and payments

- 3.1** In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 3.2** 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).

3.3 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.

3.4 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.

3.5 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).

3.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

3.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

3.8 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.

3.9 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.

3.10 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.

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

4. The buyer's obligations to the supplier

4.1 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.

4.2 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.

5. Record keeping and reporting

5.1 The Supplier must:

- (a) attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form; and
- (b) where the Order Form states that Financial Transparency Objectives apply, co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - (i) on or before the Start Date;
 - (ii) at the end of each Contract Year; and
 - (iii) within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if required within 10 Working Days of the Buyer receiving a Financial Report.

5.2 The Supplier must keep and maintain full and accurate records and accounts, including the maintenance of Open Book Data, in accordance with Good Industry Practice and the Law on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date or such other date as agreed between the Parties; 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 and the Supplier shall make available its Financial Representative at reasonable times and on reasonable notice, during the Contract Period and up to 18 Months after the End Date, to answer questions that the Relevant Authority or an Auditor may have on those records and accounts, any Financial Report or Open Book Data.

5.3 The Relevant Authority or an Auditor can Audit the Supplier during the relevant Contract Period and for up to 18 Months from the End Date of the Contract and, in the case of CCS, for up to 18 Months from the latest End Date to occur under any Call-Off Contract.

5.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to:
 - (i) any Sites, equipment and Supplier's System used in the performance of the Contract to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
 - (ii) Supplier Staff; and
- (b) provide information within the permitted scope of the Audit to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

5.5 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 and the Relevant Authority shall use reasonable endeavours to ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Deliverables, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Relevant Authority.

5.6 If the Supplier:

- (a) is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (i) tell the Relevant Authority and give reasons;
 - (ii) propose corrective action; and
 - (iii) provide a deadline for completing the corrective action; and
- (b) becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - (i) Supplier's currently incurred or forecast future Costs; and
 - (ii) forecast Charges for the remainder of the Contract;

then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

5.7 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.

5.8 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 e.g. Head of Internal Audit/ Finance Director/ External Audit firm.

5.9 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of Orders carries out during the period being audited or 100 Orders (whichever is less) and should provide assurance that:

- (a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
- (b) all related invoices are completely and accurately included in the MI Reports;
- (c) all Charges to Buyers comply with any requirements under a Contract or as otherwise agreed in writing with the Government on maximum mark-up, discounts, charge rates, fixed quotes (as applicable); and
- (d) an additional sample of 5 public sector Orders identified from the Supplier's order processing and invoicing systems as orders not placed under the Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS.

5.10 The Supplier must comply with Buyer's reasonable instructions following an Audit, including:

- (a) correct any identified Default;
- (b) rectify any error identified in a Financial Report; and
- (c) repaying any Charges that the Relevant Authority has overpaid.

5.11 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Relevant Authority's reasonable costs in connection with the Audit.

6. Supplier staff

6.1 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.

6.2 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.

6.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

6.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

6.5 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.

7. Rights and protection

- 7.1 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.
- 7.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 7.3 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.
- 7.4 All claims indemnified under this Contract must use Clause 26.
- 7.5 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.
- 7.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 7.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

8. Intellectual Property Rights (IPRs)

- 8.1 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.

- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. Ending the contract or any subcontract

9.1 Contract Period

- 9.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 9.1.2 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.

9.2 Ending the contract without a reason

- 9.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' written notice.
- 9.2.2 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.

9.3 Rectification plan process

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

9.3.2 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.

9.3.3 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.

9.3.4 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).

9.4 When CCS or the buyer can end a contract

9.4.1 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, 6, 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.

9.4.2 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.

9.4.3 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.

9.5 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.

9.6 What happens if the contract ends

9.6.1 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).

9.6.2 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.

9.6.3 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.

9.6.4 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.

- 9.6.5** 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.

9.7 Partially ending and suspending the contract

- 9.7.1** 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.
- 9.7.2** Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 9.7.3** 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.
- 9.7.4** 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.
- 9.7.5** 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.
- 9.7.6** The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

9.8 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.

10. How much you can be held responsible for

- 10.1** Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

10.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

10.3 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).

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

10.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

11. Obeying the law

11.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

11.2 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.

- 11.3 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.

12. 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.

13. Data protection

- 13.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 13.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 13.8 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.

14. What you must keep confidential

14.1 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 to 15.4 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 Transparency Information is not Confidential Information.

14.7 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.

15. When you can share information

15.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

15.2 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.

15.3 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.

16. 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.

17. 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.

18. 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.

19. Circumstances beyond your control

19.1 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.

19.2 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.

20. 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.

21. 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.

22. Transferring responsibilities

22.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

22.2 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.

22.3 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.

22.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

22.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

22.6 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.

23. Changing the contract

- 23.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 23.2 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.
- 23.3 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).
- 23.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 23.5 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.
- 23.6 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.
- 23.7 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.
- 23.8 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.

24. How to communicate about the contract

- 24.1 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.

- 24.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 24.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 24.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

25. Dealing with claims

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 25.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 25.7 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.

26. Preventing fraud, bribery and corruption

- 26.1 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.

26.2 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.

26.3 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.

26.4 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 in accordance with Clause 6.

26.5 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.

27. Equality, diversity and human rights

27.1 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.

- 27.2 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.

28. Health and safety

- 28.1 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.

- 28.2 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.

29. Environment

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

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

30. Tax

- 30.1 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.

- 30.2 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.

- 30.3 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.

30.4 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.

31. Conflict of interest

31.1 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.

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

31.3 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.

32. Reporting a breach of the contract

32.1 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.

32.2 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.

33. Resolving disputes

- 33.1 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.
- 33.2 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.
- 33.3 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.
- 33.4 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.
- 33.5 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.
- 33.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

34. Which law applies

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

Joint Schedule 5 (Corporate Social Responsibility)

What we expect from our Suppliers

In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government

(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

CCS expects its Suppliers and Subcontractors to meet the standards set out in that Code. In addition, CCS expects its Suppliers and Subcontractors to comply with the Standards set out in this Schedule.

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

Equality and Accessibility

In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

- eliminate discrimination, harassment or victimisation of any kind; and

- advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

Modern Slavery, Child Labour and Inhumane Treatment

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

The Supplier:

- shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

- shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

- warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

- warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

shall not use or allow child or slave labour to be used by its Subcontractors;

shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

Income Security

The Supplier shall:

ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

not make deductions from wages:

as a disciplinary measure

except where permitted by law; or

without expressed permission of the worker concerned;

record all disciplinary measures taken against Supplier Staff; and

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

Working Hours

The Supplier shall:

ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

ensure that use of overtime used responsibly, taking into account:

the extent;

frequency; and

hours worked;

by individuals and by the Supplier Staff as a whole;

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

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

5.3.1 this is allowed by national law;

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

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

5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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



Call-Off Schedule 4 (Call Off Tender)

A01: Expertise



[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

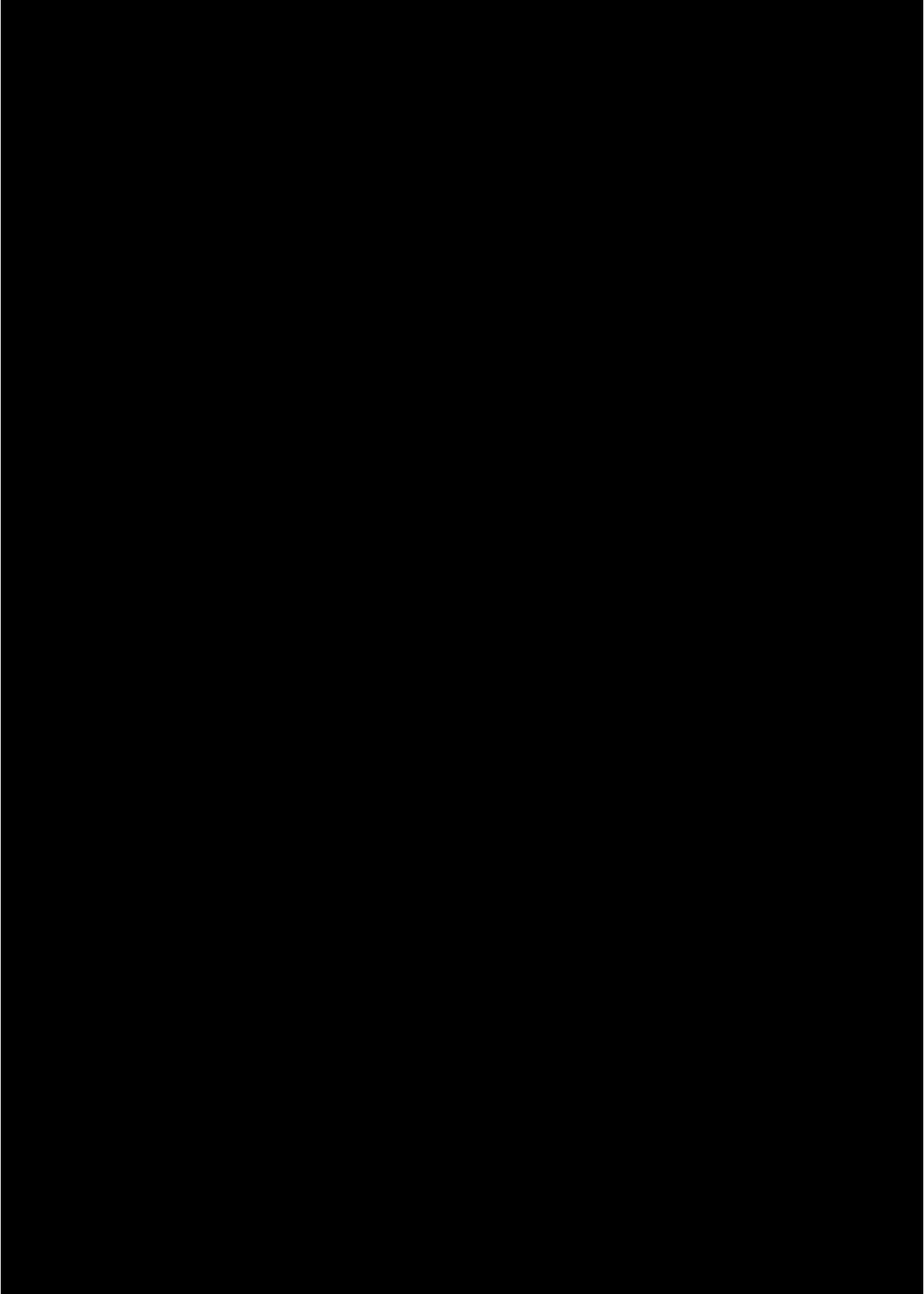
[REDACTED]

[REDACTED]

[REDACTED]

A02: Proposed Methodology





[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

| | | |
|------------|------------|------------|
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |

| | | |
|------------|------------|------------|
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |

| | | |
|------------|------------|------------|
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |
| | | [Redacted] |

| | | |
|------------|------------|------------|
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |

[Redacted]

[Redacted]

[Redacted]

| [Redacted] | |
|------------|------------|
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |

[Redacted]

| | | |
|------------|------------|------------|
| [Redacted] | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |

| | | |
|--|------------|--|
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |
| | [Redacted] | |

[Redacted]

[Redacted]

[Redacted]

Management Consultancy Framework Three (MCF3) - RM6187
Framework Schedule 6 – Call-Off Order Form
Version 1 September 2021

| | | |
|------------|------------|------------|
| [Redacted] | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |
| | [Redacted] | [Redacted] |

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted text block]

[Redacted header text]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

A03: Capability

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]

Relevant Expertise

[Redacted]

Qualifications

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

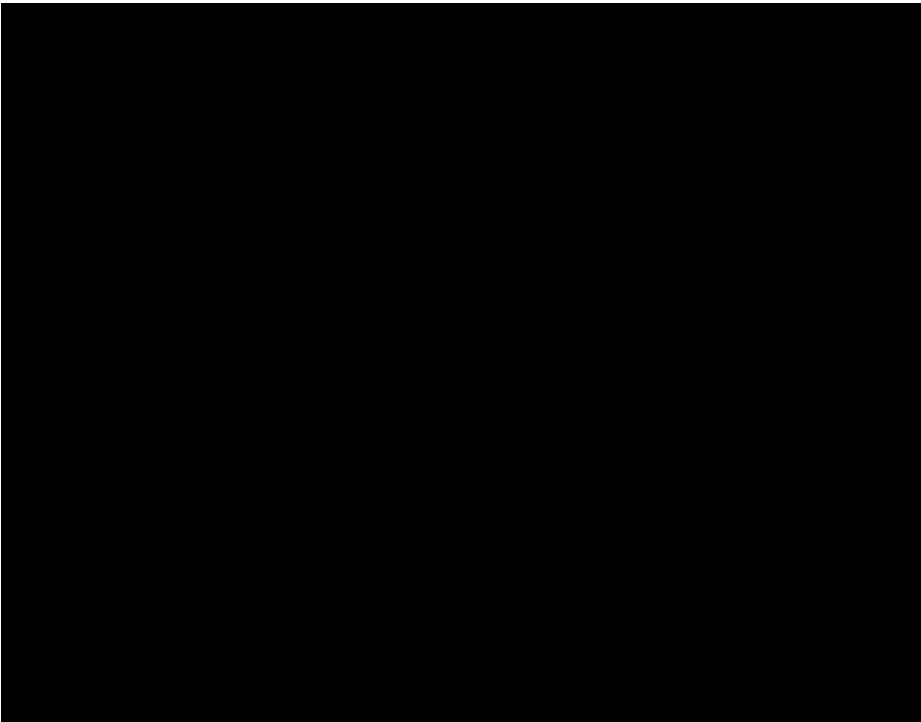
[Redacted]

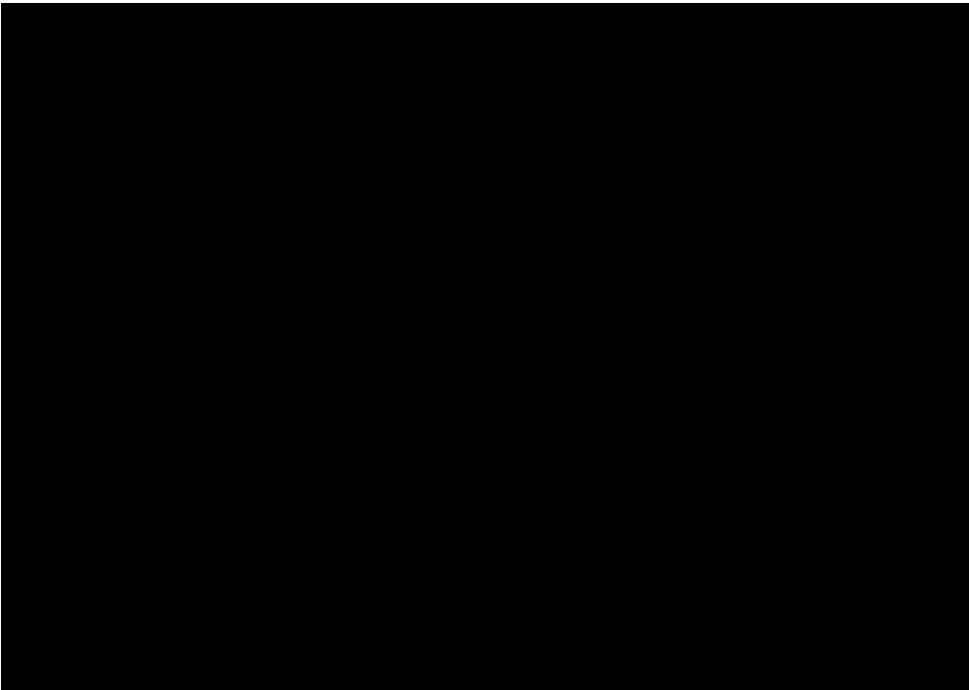
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

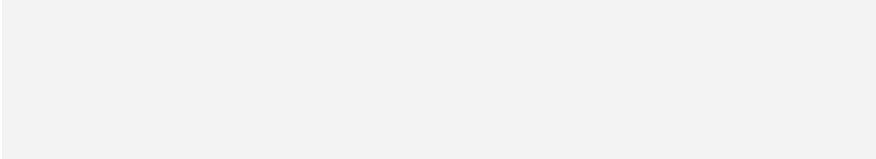
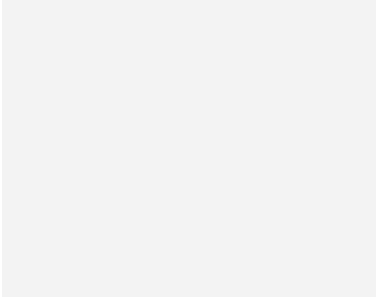
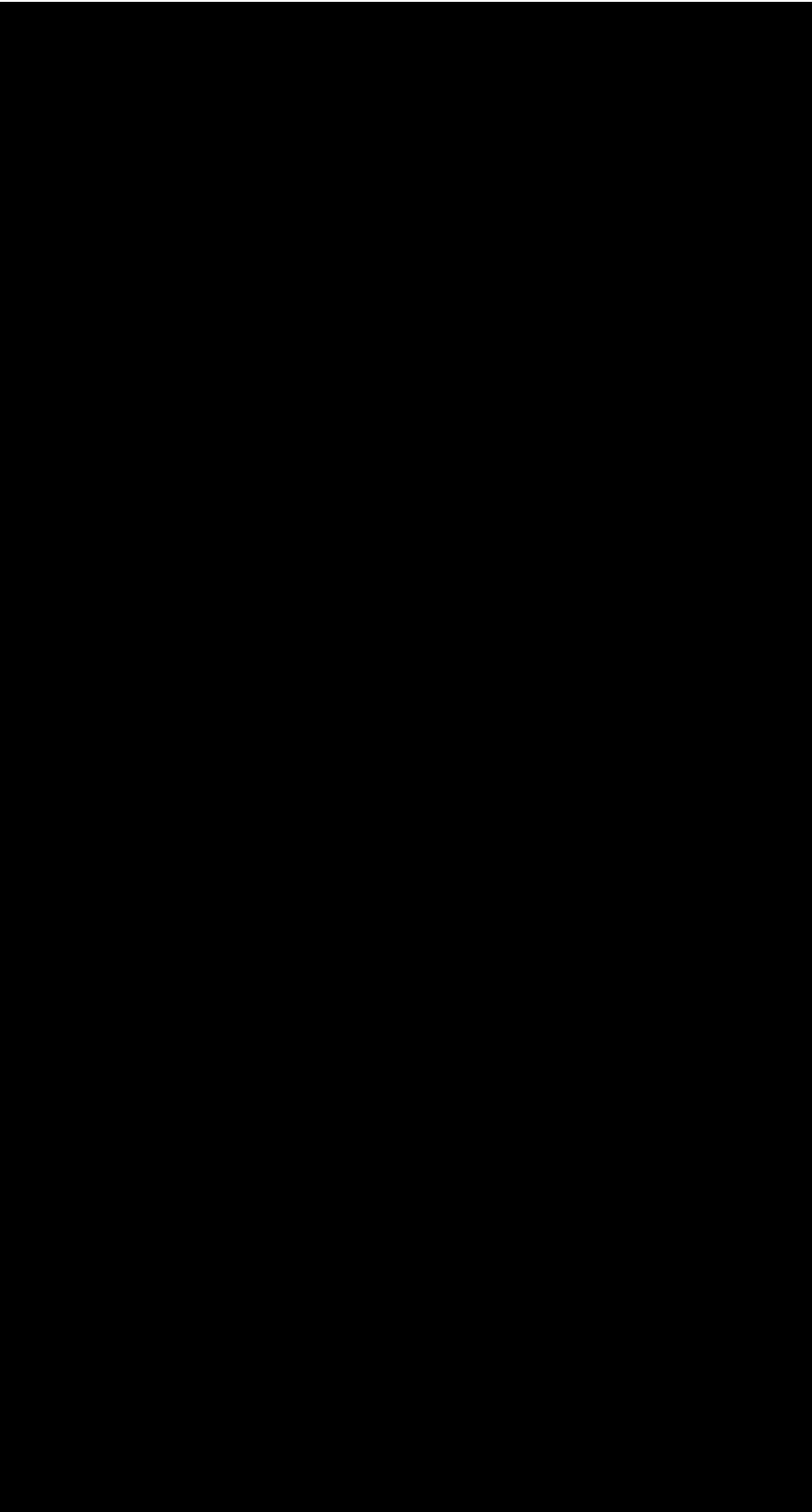
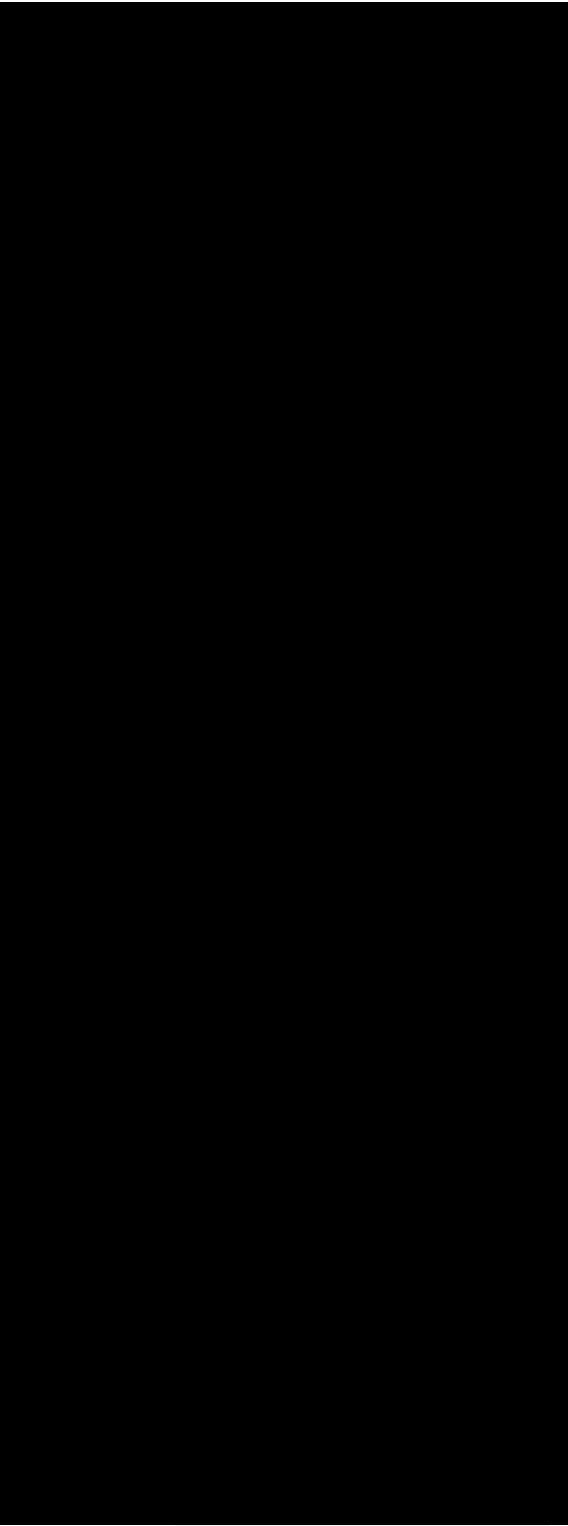
[Redacted]

[Redacted]











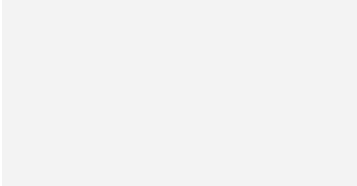
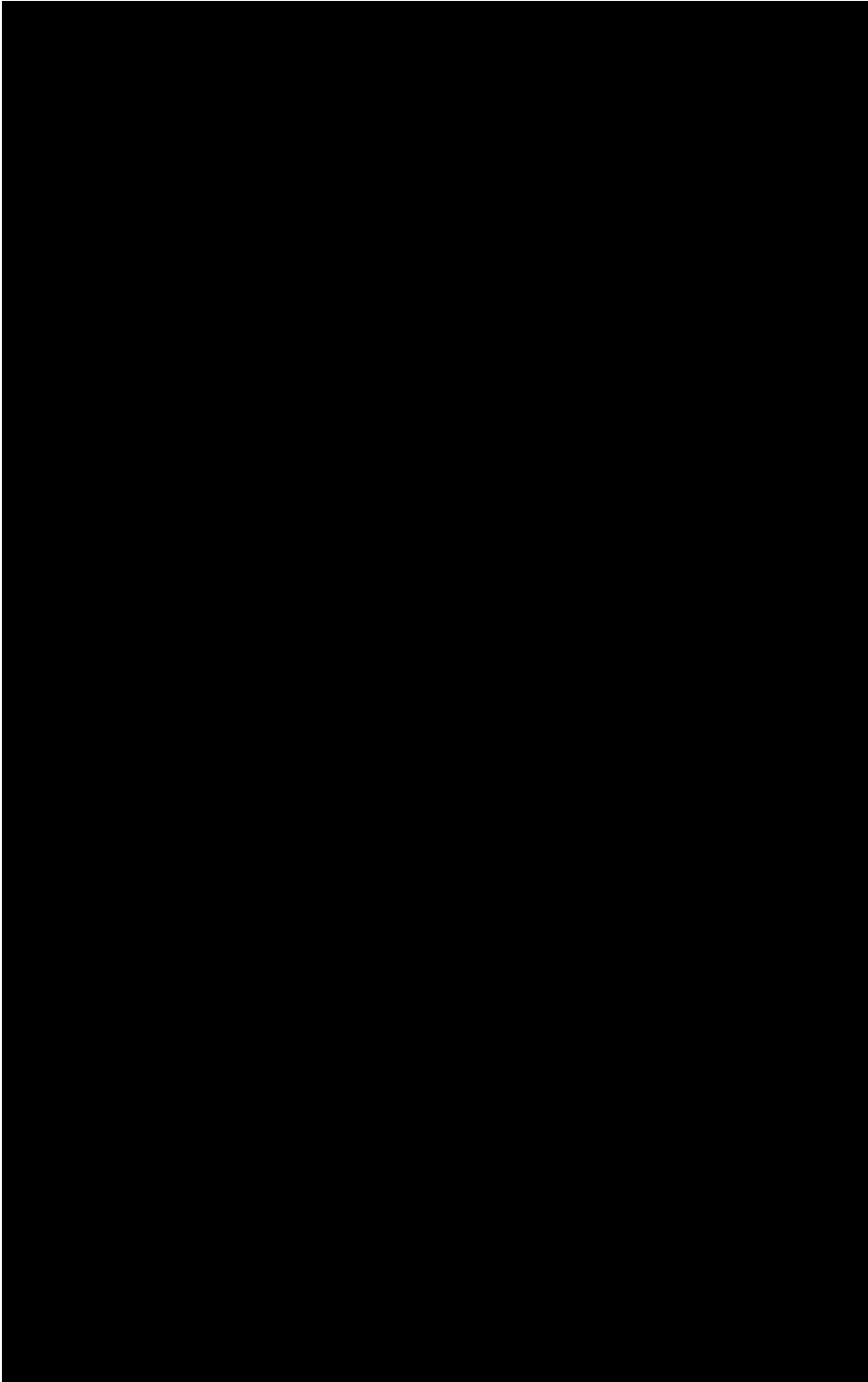
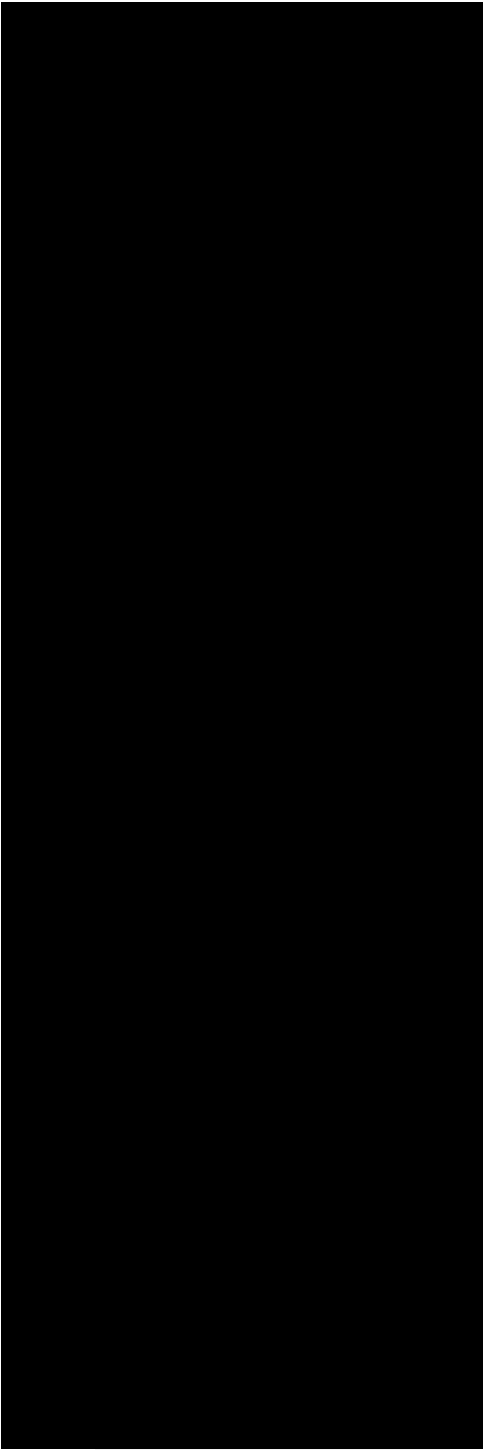
[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

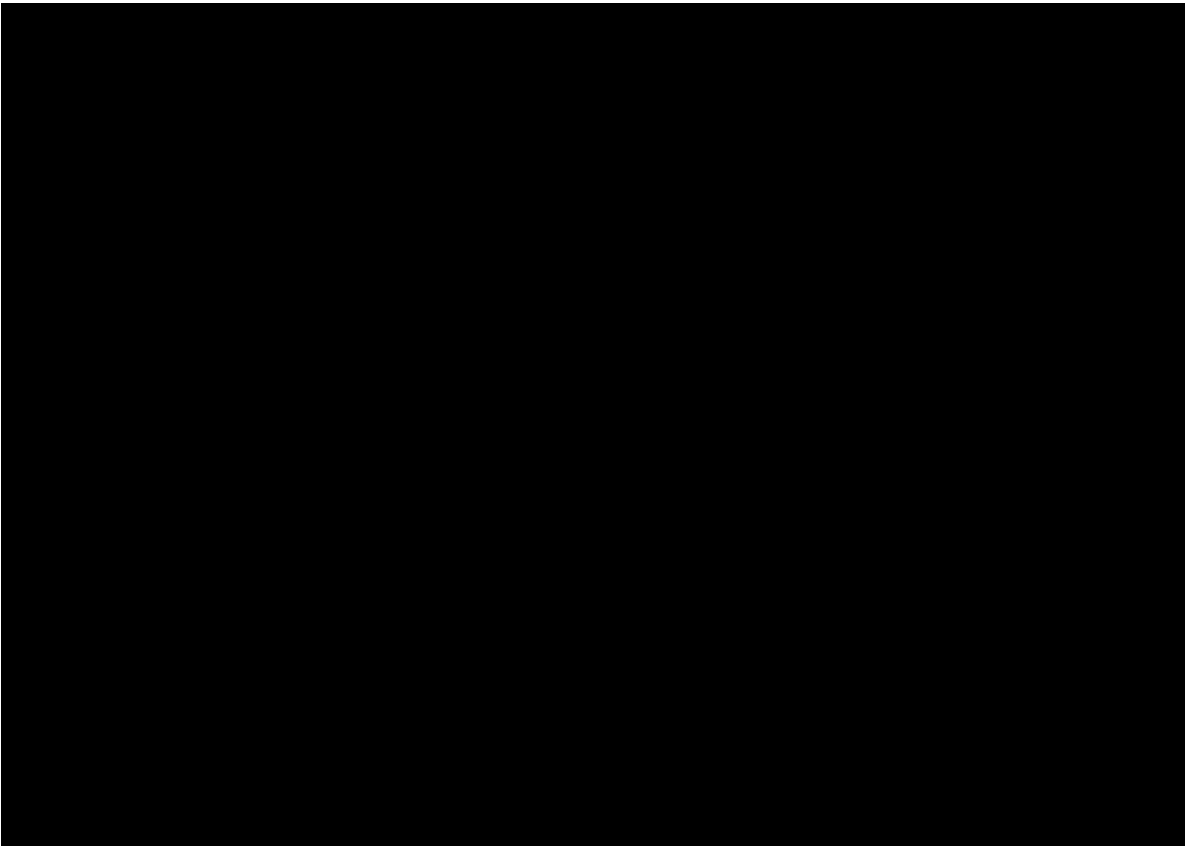
[Redacted]

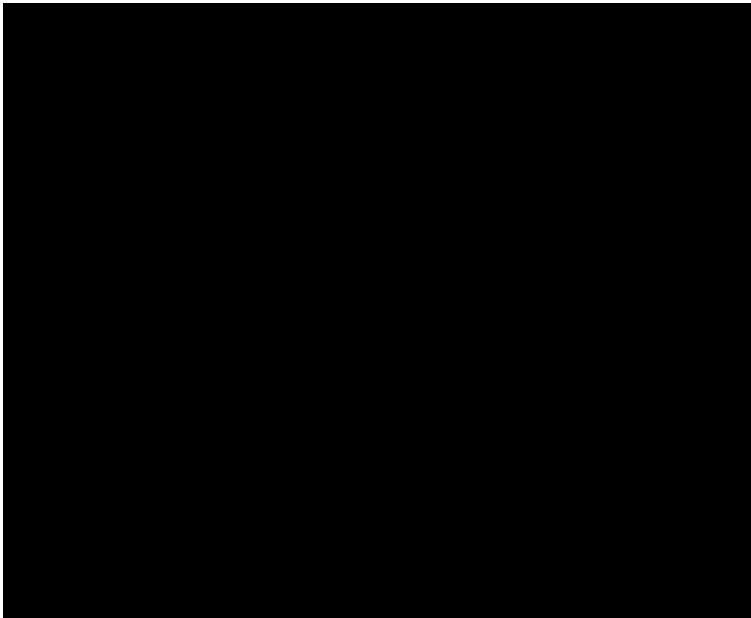
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

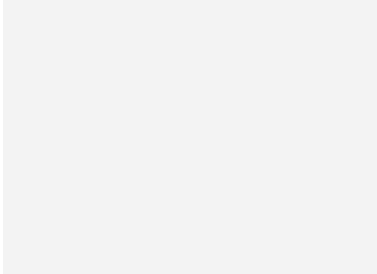
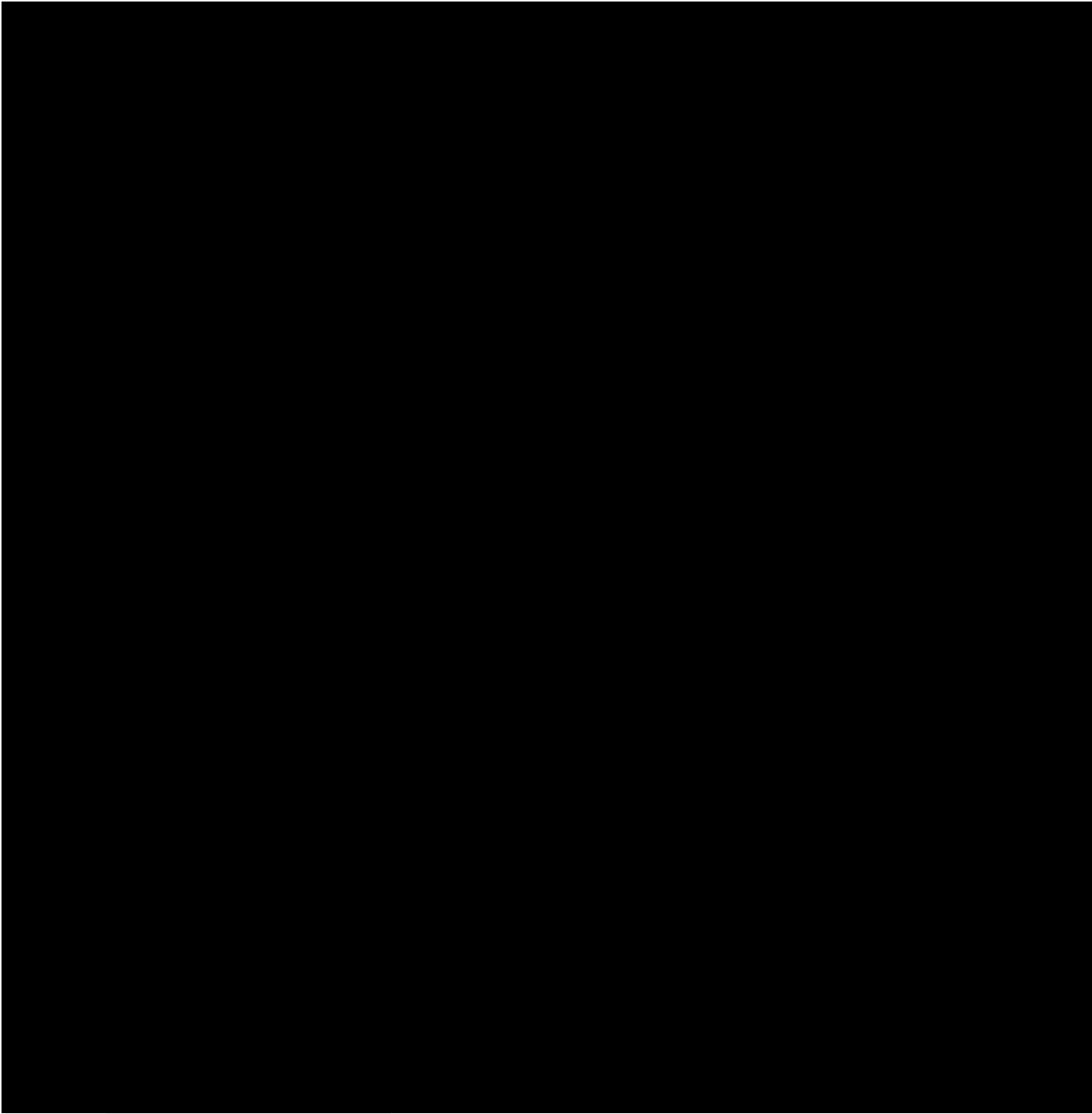


Management Consultancy Framework Three (MCF3) - RM6187
Framework Schedule 6 – Call-Off Order Form
Version 1 September 2021

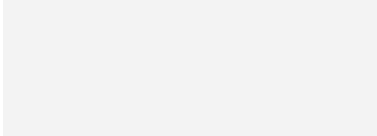
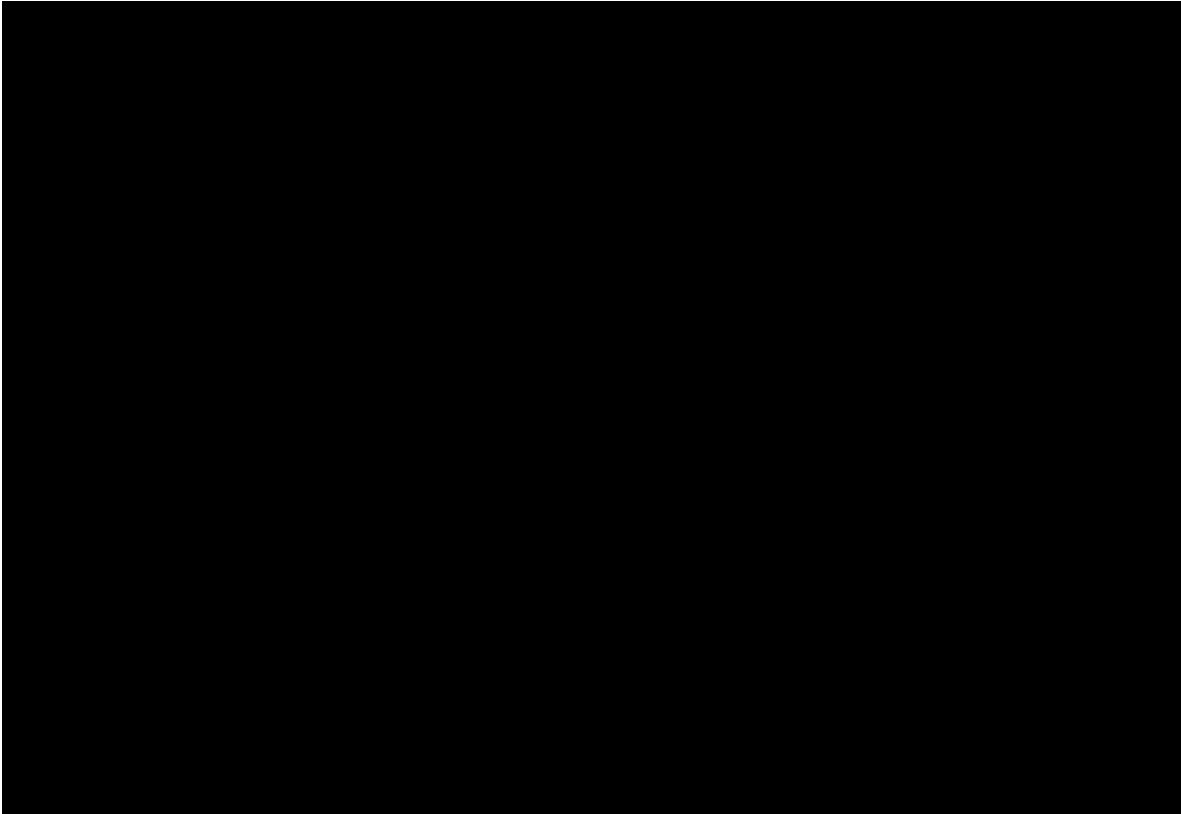












[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

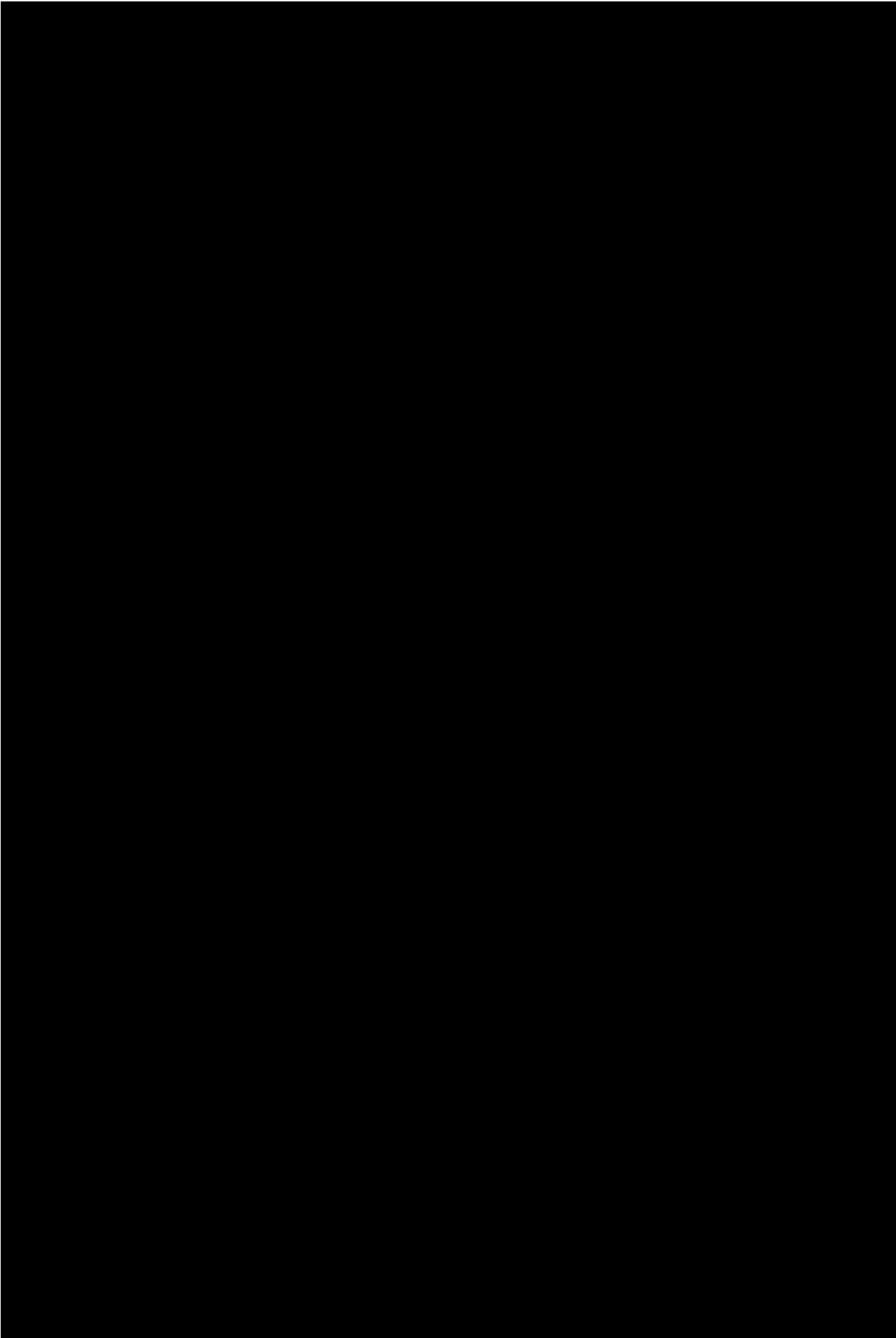
[Redacted]

[Redacted]

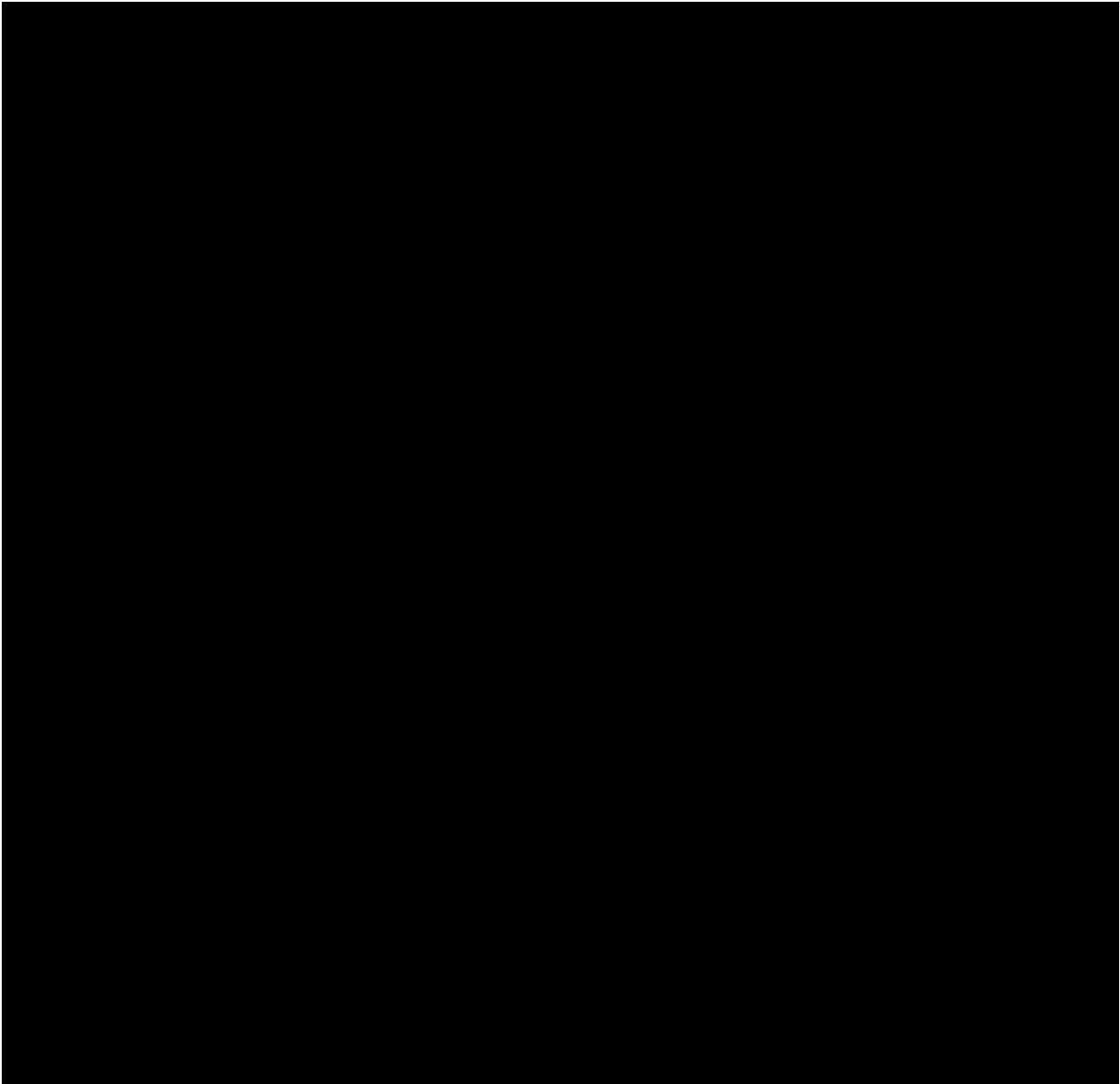
[Redacted]

[Redacted]

[Redacted]



A04: Social Value



PwC - A04 Social Value