

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

Order Form

CALL-OFF REFERENCE: **701545383**

THE BUYER: Ministry of Defence – Defence Digital

BUYER ADDRESS Spur B2, Building 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR.

THE SUPPLIER: **CDW Limited**

SUPPLIER ADDRESS: **1 New Change, London, EC4M 9AF**

REGISTRATION NUMBER: **02465350**

DUNS NUMBER: **504971730**

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **10 March 2021**

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):
Lot 4 Information Assured Products & Associated Services.

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Call-Off Schedules for **701545383**
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

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

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:
None

CALL-OFF START DATE: **10 March 2021**

CALL-OFF EXPIRY DATE: **09 July 2021**

CALL-OFF INITIAL PERIOD: 0 Year, 4 Months.

CALL-OFF OPTIONAL EXTENSION PERIOD No Extension Option.

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

Spur D1, Building 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR.

DATES FOR DELIVERY OF THE DELIVERABLES

Delivery within 8 weeks of the Contract start date.

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be a Minimum of 90 Days.

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £484,212.76

CALL-OFF CHARGES

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

1.1 Electronic Payment Method using CP&F.

1.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

1.3 Before payment can be considered, each invoice must include a detailed breakdown of the associated costs.

1.4. Invoices should be submitted electronically through Exostar.

1.5. Payment will be made within thirty (30) days following receipt of invoice.

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

BUYER'S INVOICE ADDRESS:

Contact: ISSDev-DPS-ISG-05-PPM@mod.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

Contact: ISSComrcl-C2-39@mod.gov.uk

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name: Andy Wood

Email: enablement@uk.cdw.com

Address: 1 New Change, London EC4M 9AF

SUPPLIER'S CONTRACT MANAGER

Name: Mark Dunning

Email: m.dunning@uk.cdw.com

Address: CDW Limited, 8th Floor Peninsula Building, Victoria Place,
Manchester, M4 4EW

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALY SENSITIVE INFORMATION

Pricing Only

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not Applicable

Framework Ref: RM6068

Project Version: v0.1

Model Version: v3.2

SOCIAL VALUE COMMITMENT
Not Applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	Penny Williams	Name:	GARETH FISHER
Role:	Public Sector Sales Director	Role:	ISS Comrcl-C2-39
Date:	10/03/2021	Date:	10-03-21

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

Call-Off Ref: 701545383

Crown Copyright 2018

Call-Off Schedule 5 (Pricing Details)



20210217_7015453
83_Attachment 4_Call

Call-Off Schedule 17 (MOD Terms)

1 Definitions

1.1 This Schedule 17 shall be incorporated into all Call-Off Contracts placed by the Ministry of Defence

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

"MOD Terms and Conditions" the terms and conditions listed in this Schedule;

"MOD Site" shall include any of Her Majesty's Ships or Vessels and Service Stations;

"Officer in charge" shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

1.3 **Supplying to the Ministry of Defence-** the Supplier shall comply with all specified MOD additional terms where required. MOD source of CCS catalogue content is Basware Government eMarketplace. Orders, invoice and payment will be transacted through the Contracting Purchasing and Finance payment system.

2 Access to MOD sites

2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.

2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.

2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref:

Crown Copyright 2018

accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref:

Crown Copyright 2018

required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

3 DEFCONS and DEFFORMS

- 3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract. Where a DEFCON or DEFORM is updated or replaced the reference below shall be taken as referring to the updated or replacement DEFCON/DEFORM.
- 3.2 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref:

Crown Copyright 2018

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

The following MOD DEFCONS and DEFFORMS form part of this contract:

DEFCONS

DEFCON No	Version	Description
<i>Applicable to all Lots:</i>		
DEFCON 5J	18/11/16	Unique Identifiers
DEFCON 68	02/02/17	Supply Of Data For Hazardous Articles, Material and Substances
DEFCON 76	12/06	Contractors Personnel At Government Establishments
DEFCON 90	11/06	Copyright
DEFCON 129J	18/11/16	The Use Of Electronic Business Delivery Form
DEFCON 516	04/12	Equality
DEFCON 520	05/18	Corrupt Gifts And Payments Of Commission
DEFCON 522	11/17	Payment And Recovery OF Sums Due
DEFCON 531	11/14	Disclosure Of Information
DEFCON 532A	04/20	Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 658	10/17	Cyber
DEFCON 659A	02/17	Security Measures
DEFCON 660	12/15	Official Sensitive Security Requirements

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref:

Crown Copyright 2018

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description

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. Definitions/Acronyms

BOM	Bill of Materials
CDIS	Cross Domain Interoperability Services
IT	Information Technology
MOD	Ministry of Defence

2. Background to Requirement

4 2.1 The Defence Digital team require provision of the MOD Defence Digital: CDIS - Test & Development Platform BOM the programme to continue onto its journey into the Beta phase of design and development.

2.2 The requirement is for supply of parts only. No installation or configuration is required as part of this procurement.

3. Scope of Requirement

3.1. The scope of this requirement extends to the following provisions:

- a) The provision of IT hardware, software and licences relating to the CDIS BOM as outlined in Section 4 'The Requirement'
- b) This Statement of Requirement does not extend to any installation, maintenance or configuration.

4. The Requirement

4.1. The Authority requires the provision of BOM items from the original vendors as listed in Call-Off Schedule 5 (*Pricing Information*).

4.2. No alternative or reconditioned equipment will be accepted by the Authority. All hardware and software laid out within this Statement of Requirement must be procured Original Equipment Manufacturers (OEM), stock and cannot be from unknown, untrusted or 'grey' sources.

4.3. Manufacturer's warranty will apply to all goods provided in this tender. The Contractor is to ensure that the correct warranty period and/or subscription as requested within the Bill of Materials in Call-Off Schedule 5 (*Pricing Information*) only commences upon receipted delivery to the Ministry of Defence, Corsham.

4.4. The Contractor must ensure that the Key Milestones and Deliverables in the table below can be met.

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref:

Crown Copyright 2018

5. Key Milestones & Deliverable

5.1. The Contractor shall note that the Contracting Authority shall measure the quality of the delivery against the following milestones.

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Delivery of CDIS Platform BOM	Within eight (8) weeks of Contract Award with deliveries commencing no earlier than 15-03-21.

6. Management Information/Reporting

6.1. The Contractor shall send weekly email confirmations to the Authority, keeping the Authority up to date on progress of BOM item deliveries and lead times.

7. Volumes

7.1. Full details of the quantities of all components required under this requirement are contained within Call-Off Schedule 5 (Pricing Information).

7.2. Any proposed changes to the way in which the Goods are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

8. Quality

8.1. Quality standards shall comply with those terms set out in this ITT and in line with the Terms and Conditions of RM6068 Technology Products & Associated Services.

8.2. Goods must be sourced by the Contractor directly from the original vendor or through a distribution channel approved by the manufacturer for purchase of Services within the UK.

9. Staff and Customer Service

9.1. The Contractor shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service and to ensure that the reporting requirements outlined above are met.

10. Service Levels & Performance

10.1. The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	Description	Target
1	Delivery Timescales	MoD to be informed of order by the vendor within five (5) working days of contract award.	100%

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref:

Crown Copyright 2018

2	Delivery Timescales	Delivery of CDIS BOM items within eight (8) weeks following Contract Award	100%
3	Service Delivery	Weekly product updates to be received during the Contract term.	100%
4	Service Delivery	Response resolution to queries and issues raised within 24 hours.	100%

11. Security and Confidentiality Requirements

- 11.1. A Cyber risk assessment has been carried out against this requirement, the risk is N/A. The reference number is: RAR-U4HZSVUQ.
- 11.2. The Authority requires details of the delivery vehicle and driver (plus any additional personnel) twenty-four (24) hours before the scheduled delivery. Deliveries not booked in advance will be turned away.
- 11.3. Both the delivery driver (plus any additional personnel) may be subject to search.
- 11.4. All hardware must be in its original packaging with the manufacturer's seals intact.

12. Delivery Location

- 12.1. The delivery of all items specified within the Call-Off Schedule 5 (*Pricing Information*) shall be delivered to the following address:

D1, Building 405,
MOD Corsham,
Westwells Rd,
Corsham,
SN13 9NR

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:	[Ministry of Defence] ("the Buyer") And [TBC] ("the Supplier")	
Contract name:	ISG-CDIS-Bill of Materials (BoM) ("the Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: 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: <ul style="list-style-type: none"> [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]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Joint Schedule 2 (Variation Form)

Crown Copyright 2018

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

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

2. How to manage the insurance

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

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

3. What happens if you aren't insured

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

4. Evidence of insurance you must provide

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

5. Making sure you are insured to the required amount

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

6. Cancelled Insurance

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

7. Insurance claims

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

Joint Schedule 3 (Insurance Requirements)

Crown Copyright 2018

dealing with such claims including without limitation providing information and documentation in a timely manner.

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

ANNEX: REQUIRED INSURANCES

8. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
 - 8.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots ;
 - 8.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots;
 - 8.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) – all Lots
 - 8.4 product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots

Joint Schedule 4 (Commercially Sensitive Information)

9. What is the Commercially Sensitive Information?

- 9.1 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.
- 9.2 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).
- 9.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	10-03-21	Breakdown of cost as detailed at Call-Off Schedule 5 (Pricing Information)	5 Years

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

Joint Schedule 5 (Corporate Social Responsibility)

Crown Copyright 2018

- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 All workers shall be 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;

Joint Schedule 5 (Corporate Social Responsibility)

Crown Copyright 2018

- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (1) the extent;
 - (2) frequency; and
 - (3) 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
- 5.4 exceptional circumstances where all of the following are met:
 - 5.4.1 this is allowed by national law;
 - 5.4.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.4.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.5 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>

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: <input type="text"/>
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]

Joint Schedule 10 (Rectification Plan)

Crown Copyright 2018

	[...]	[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 Buyer:		Date:	