



Crown  
Commercial  
Service

## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

Version 2

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## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### Order Form

**Buyer guidance:** 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 starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: CQC EP&S 018 – Website Content Design

Call-Off Title: Website Content Design:

Call-Off Contract Description:

External support to improve guidance written for providers to provide in and will work in structured environment:

- Minimum standards expected to cover reading age, content length and accessibility
- Templates for each type of content.
- The historic content to be rewritten
- Details of the subject matter expert.



Buyer Address: Care Quality Commission Citygate, Gallowgate, Newcastle NE1 4PA

The Supplier: Scroll Ltd

Supplier Address: 12, Park Lane, Tilehurst, Reading, Berkshire, RG31 5DL

Registration Number: 11144830

DUNS Number: 223604803

SID4GOV ID: N/A

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 9<sup>th</sup> May 2023

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialist Services.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Services.

The Parties agree that when a Buyer seeks further Services from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

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

### **Call-Off Lot**

Lot 1 - the relevant Lot from Framework Schedule 1 (Specification)

### **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:

This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.

Joint Schedule 1 (Definitions) RM1043.7

Framework Special Terms

The following Schedules in equal order of precedence:

- Joint Schedules for RM1043.7
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 6 (Key Subcontractors) NOT USED
  - Joint Schedule 7 (Financial Difficulties)
  - Joint Schedule 8 (Guarantee) – NOT USED
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data) RM1043.7
  - Joint Schedule 12 (Supply Chain Visibility)

## Joint Schedule 1 (Definitions) RM1043.7

### 1 Terms and 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 in entering into a Contract the Relevant Authority is acting as part of the Crown; and
  - 1.3.13 any reference in a Contract which immediately before Exit Day was 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

## Joint Schedule 1 (Definitions)

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.

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

Term	Definition
<b>Achieve</b>	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 if specified within the Buyer's acceptance testing procedure and <b>"Achieved"</b> , <b>"Achieving"</b> and <b>"Achievement"</b> shall be construed accordingly;
<b>Additional Insurances</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>Admin Fee</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS at: <a href="https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know">https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know</a> ;
<b>Affected Party</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>Affiliates</b>	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;
<b>Annex</b>	extra information which supports a Schedule;
<b>Approval</b>	the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly;
<b>Audit</b>	the Relevant Authority's right to: <ul style="list-style-type: none"> <li>(a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>(b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>(c) verify the Open Book Data;</li> <li>(d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>(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;</li> </ul>

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	<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; or</p> <p>(k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
<b>Auditor</b>	<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>
<b>Authority</b>	CCS and each Buyer;
<b>Authority Cause</b>	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;
<b>BACS</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>Balanced Scorecard</b>	a tool for Call-Off Contract management activity, through measurement of a Supplier's performance against key performance indicator, which the Buyer and Supplier may agree at the Call-Off Contract Start Date;
<b>Beneficiary</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>Buyer</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>Buyer Assets</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to

Joint Schedule 1 (Definitions)

	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;
<b>Buyer Authorised Representative</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>Buyer Premises</b>	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);
<b>Buyer's Guidance</b>	guidance for Buyers on how to buy digital services using the Framework Contract, located at: <a href="https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide">https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide</a> ;
<b>Call-Off Contract</b>	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;
<b>Call-Off Contract Period</b>	the Contract Period in respect of the Call-Off Contract;
<b>Call-Off Expiry Date</b>	the latter of the scheduled date of the end of a Call-Off Contract as stated in the Order Form or the date of completion of the last Deliverable due under the last Statement of Work under the Call-Off Contract;
<b>Call-Off Incorporated Terms</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>Call-Off Initial Period</b>	the Initial Period of a Call-Off Contract specified in the Order Form;
<b>Call-Off Optional Extension Period</b>	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
<b>Call-Off Procedure</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
<b>Call-Off Special Terms</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>Call-Off Start Date</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>Call-Off Tender</b>	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);
<b>Cap</b>	the maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of an agreed scope;
<b>Capped Time and Materials</b>	Time and Materials payable up to a specified Cap for delivery of the agreed scope of Deliverables;
<b>CCS</b>	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;

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<b>CCS Authorised Representative</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>Central Government Body</b>	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:  (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;
<b>Change in Law</b>	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;
<b>Change of Control</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>Charges</b>	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;
<b>Claim</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>Commercially Sensitive Information</b>	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;
<b>Comparable Supply</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>Confidential Information</b>	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 " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;
<b>Conflict of Interest</b>	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;
<b>Contract</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>Contract Period</b>	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the:  (a) applicable Start Date; or



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	(b) the Effective Date up to and including the applicable End Date;
<b>Contract Value</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>Contract Year</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>Control</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " <b>Controlled</b> " shall be construed accordingly;
<b>Controller</b>	has the meaning given to it in the GDPR;
<b>Core Terms</b>	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>Costs</b>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>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"> <li>(a) base salary paid to the Supplier Staff;</li> <li>(b) employer's National Insurance contributions;</li> <li>(c) pension contributions;</li> <li>(d) car allowances;</li> <li>(e) any other contractual employment benefits;</li> <li>(f) staff training;</li> <li>(g) work place accommodation;</li> <li>(h) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>(i) reasonable recruitment costs, as agreed with the Buyer;</li> </ul> <p>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>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>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"> <li>(a) Overhead;</li> </ul>

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	<p>(b) financing or similar costs;</p> <p>(c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>(d) taxation;</p> <p>(e) fines and penalties;</p> <p>(f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>(g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>CRTPA</b>	the Contract Rights of Third Parties Act 1999;
<b>Data Protection Impact Assessment</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>Data Protection Legislation</b>	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;
<b>Data Protection Liability Cap</b>	the amount specified in the Framework Award Form;
<b>Data Protection Officer</b>	has the meaning given to it in the GDPR;
<b>Data Subject</b>	has the meaning given to it in the GDPR;
<b>Data Subject Access Request</b>	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;
<b>Deductions</b>	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;
<b>Default</b>	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;
<b>Default Management Charge</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>Delay Payments</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay of a Milestone as specified in the Implementation Plan;
<b>Deliverables or Digital Deliverables</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;

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<b>Delivery</b>	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. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly;
<b>Disclosing Party</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>Dispute</b>	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;
<b>Dispute Resolution Procedure</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>Documentation</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>(a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>(b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>(c) has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>DOTAS</b>	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;
<b>DPA 2018</b>	the Data Protection Act 2018;
<b>Due Diligence Information</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>Effective Date</b>	the date on which the final Party has signed the Contract;
<b>EIR</b>	the Environmental Information Regulations 2004;
<b>Electronic Invoice</b>	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

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	standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
<b>Employment Regulations</b>	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;
<b>End Date</b>	the earlier of:  (a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or  (b) if a Contract or Statement of Work is terminated before the date specified in (a) above, the date of termination of the Contract or Statement of Work (as the context dictates);
<b>Environmental Policy</b>	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;
<b>Equality and Human Rights Commission</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Estimated Year 1 Charges</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
<b>Estimated Yearly Charges</b>	means for the purposes of calculating each Party's annual liability under Clause 11.2 :  (a) in the first Contract Year, the Estimated Year 1 Charges; or  (b) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or  (c) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
<b>Existing IPR</b>	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);
<b>Exit Day</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>Expiry Date</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>Extension Period</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>Fixed Price</b>	the pricing mechanism whereby the Buyer agrees to pay the Supplier based on a capped price which shall cover all work performed and Deliverables required to be provided by the Supplier Staff and all materials used in the project, no matter how much work is required to complete each identified Deliverable within the agreed scope;
<b>FOIA</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance

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	and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>Force Majeure Event</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:  (a) riots, civil commotion, war or armed conflict; (b) acts of terrorism; (c) acts of a Central Government Body, local government or regulatory bodies; (d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
<b>Force Majeure Notice</b>	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;
<b>Framework Award Form</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>Framework Contract</b>	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;
<b>Framework Contract Period</b>	the period from the Framework Start Date until the End Date of the Framework Contract;
<b>Framework Expiry Date</b>	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
<b>Framework Incorporated Terms</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>Framework Optional Extension Period</b>	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
<b>Framework Price(s)</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>Framework Special Terms</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>Framework Start Date</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>Framework Tender Response</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);

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<b>Further Competition Procedure</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
<b>GDPR</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>General Anti-Abuse Rule</b>	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
<b>General Change in Law</b>	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>Goods</b>	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;
<b>Good Industry Practice</b>	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;
<b>Government</b>	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;
<b>Government Data</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:  (a) are supplied to the Supplier by or on behalf of the Authority; or (b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
<b>Guarantor</b>	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;
<b>Halifax Abuse Principle</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>HMRC</b>	Her Majesty's Revenue and Customs;
<b>ICT Policy</b>	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;
<b>Impact Assessment</b>	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:

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	<p>(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;</p> <p>(b) details of the cost of implementing the proposed Variation;</p> <p>(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>(e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
<b>Implementation Plan</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing), as applicable, where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>Incremental Fixed Price</b>	the pricing mechanism where the overall Statement of Work is based on Capped Time and Materials, but where the prices for individual Deliverables Increments are fixed prior to the work being undertaken. The Charges for the first Deliverable Increment or Deliverables Increments for the Statement of Work will be fixed, but the Charges for subsequent Deliverables Increments will be reviewed and refined prior to the execution of each subsequent Deliverables Increment within the same Statement of Work;
<b>Indemnifier</b>	a Party from whom an indemnity is sought under this Contract;
<b>Independent Control</b>	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 “ <b>Independent Controller</b> ” shall be construed accordingly;
<b>Indexation</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>Information</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>Information Commissioner</b>	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;
<b>Initial Period</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>Insolvency Event</b>	<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>(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>(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>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>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>(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>(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>
<b>Installation Works</b>	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;
<b>Intellectual Property Rights or IPR</b>	copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, service marks, logos, rights in internet domain names and website addresses and



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	<p>other rights in trade or business names, goodwill, designs (whether registrable or otherwise), Know-How, trade secrets and other rights in Confidential Information;</p> <p>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>all other rights having equivalent or similar effect in any country or jurisdiction and the right to sue for passing off;</p>
<b>Invoicing Address</b>	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
<b>IPR Claim</b>	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;
<b>IR35</b>	<p>the off-payroll rules requiring individuals who work through their intermediary pay the same income tax and National Insurance contributions as an employee which are at:</p> <p><a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a>;</p>
<b>Joint Controller Agreement</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);
<b>Joint Controllers</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>Joint Control</b>	where two or more Controllers agree to jointly determine the purposes and means of Processing Personal Data;
<b>Key Staff</b>	the individuals (if any) identified as such in the Order Form and any Statement of Work;
<b>Key Sub-Contract</b>	each Sub-Contract with a Key Subcontractor;
<b>Key Subcontractor</b>	<p>any Subcontractor:</p> <p>which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>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> <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>
<b>Know-How</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to

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	the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>KPI Target</b>	a key performance indicator target included in the Balanced Scorecard;
<b>Law</b>	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;
<b>LED</b>	Law Enforcement Directive (Directive (EU) 2016/680);
<b>Losses</b>	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;
<b>Lots</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>Management Charge</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>Management Information or MI</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>MI Default</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period;
<b>MI Failure</b>	means when an MI report:  contains any material errors or material omissions or a missing mandatory field; or  is submitted using an incorrect MI reporting Template; or  is not submitted by the reporting date (including where a declaration of no business should have been filed);
<b>MI Report</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>MI Reporting Template</b>	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;
<b>Milestone</b>	an event or task described in the Implementation Plan or Statement of Work;
<b>Milestone Date</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>Misconduct</b>	has the meaning given to it in Paragraph 7.2 of Framework Schedule 7 (Call-Off Award Procedures);
<b>Month</b>	a calendar month and " <b>Monthly</b> " shall be interpreted accordingly;

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<b>National Insurance</b>	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);
<b>New IPR</b>	<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>
<b>Occasion of Tax Non-Compliance</b>	<p>where:</p> <p>any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>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>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>any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
<b>Off-Payroll Worker</b>	a worker (or contractor), not employed by the Supplier or any other organisation within the supply chain, that provides their services through their own private limited company or other type of intermediary which may include the worker's own personal service company, a partnership or an individual;
<b>Open Book Data</b>	<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> <p>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;</p> <p>operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>(i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p>

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	<p>(ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</p> <p>(iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>(iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>Overheads;</p> <p>all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>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;</p> <p>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</p> <p>the actual Costs profile for each Service Period;</p>
<b>Order</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>Order Form</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>Order Form Template</b>	the template in Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules), as applicable;
<b>Other Contracting Authority</b>	any actual or potential Buyer under the Framework Contract;
<b>Overhead</b>	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";
<b>Parliament</b>	takes its natural meaning as interpreted by Law;
<b>Party</b>	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. <b>"Parties"</b> shall mean both of them where the context permits;
<b>Performance Indicators or PIs</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>Personal Data</b>	has the meaning given to it in the GDPR;
<b>Personal Data Breach</b>	has the meaning given to it in the GDPR;

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<b>Personnel</b>	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;
<b>Prescribed Person</b>	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, is online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>Processing</b>	has the meaning given to it in the GDPR;
<b>Processor</b>	has the meaning given to it in the GDPR;
<b>Progress Meeting</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>Progress Meeting Frequency</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1, as specified in the Order Form;
<b>Progress Report</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>Progress Report Frequency</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>Prohibited Acts</b>	<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 style="padding-left: 40px;">induce that person to perform improperly a relevant function or activity; or</p> <p style="padding-left: 40px;">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 style="padding-left: 40px;">under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p style="padding-left: 40px;">under legislation or common law concerning fraudulent acts; or</p> <p style="padding-left: 40px;">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>
<b>Protective Measures</b>	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

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	adopted by it including those outlined in Call-Off Schedule 26 (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;
<b>Recall</b>	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;
<b>Recipient Party</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>Rectification Plan</b>	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>full details of the Default that has occurred, including a root cause analysis;</p> <p>the actual or anticipated effect of the Default; and</p> <p>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);</p>
<b>Rectification Plan Process</b>	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan);
<b>Regulations</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>Reimbursable Expenses</b>	<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> <p>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</p> <p>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;</p>
<b>Relevant Authority</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>Relevant Authority's Confidential Information</b>	<p>all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p>

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	information derived from any of the above;
<b>Relevant Requirements</b>	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;
<b>Relevant Tax Authority</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>Reminder Notice</b>	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;
<b>Replacement Deliverables</b>	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;
<b>Replacement Subcontractor</b>	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);
<b>Replacement Supplier</b>	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;
<b>Request For Information</b>	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;
<b>Required Insurances</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>Restricted Staff</b>	any person employed or engaged by either Party, in the capacity of director or in any research, technical, IT, security, engineering, procurement, financial, legal or managerial role who has been engaged in the provision of the Deliverables or management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement over the previous 12 months, directly worked with or had any material dealings, but shall not include any person employed or engaged in an administrative, clerical, manual or secretarial capacity;
<b>Satisfaction Certificate</b>	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing), as applicable, 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;
<b>Security Management Plan</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>Security Policy</b>	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;

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<b>Self Audit Certificate</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>Serious Fraud Office</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Service Levels</b>	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);
<b>Service Period</b>	has the meaning given to it in the Order Form;
<b>Service Provision</b>	one or more of the service provisions set out in Paragraph 1.1 of Framework Schedule 1 (Specification);
<b>Services</b>	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;
<b>Service Transfer</b>	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;
<b>Service Transfer Date</b>	the date of a Service Transfer;
<b>Sites</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:  the Deliverables are (or are to be) provided; or  the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
<b>SME</b>	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;
<b>SOW End Date</b>	the date up to and including this date when the supply of the Deliverables under the Statement of Work shall cease;
<b>SOW Start Date</b>	the date of the start of the Statement of Works as stated in the SOW;
<b>Special Terms</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>Specific Change in Law</b>	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;
<b>Specification</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>Standards</b>	any:  standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and



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	<p>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>standards detailed in the specification in Framework Schedule 1 (Specification);</p> <p>standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>relevant Government codes of practice and guidance applicable from time to time;</p>
<b>Start Date</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, in the case of a Call-Off Contract, the date specified in the Order Form, and in the case of a Statement of Work, the date specified in that Statement of Work;
<b>Statement of Requirements</b>	a statement issued by the Buyer detailing its requirements and expected outcomes in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>Statement of Works (SOW)</b>	the document which, upon its execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion date(s) and charging method(s);
<b>Status Determination Statement or (SDS)</b>	a statement that describes the determination reached by the Buyer/client on the employment status (i.e. IR35 status) of an Off-Payroll Worker for a particular Call-Off Contract or any element of work undertaken as part of any SOW, and the reasons for reaching that determination. The SDS must be passed to the worker and the person or organisation the client contracts with for the worker's services.
<b>Storage Media</b>	the part of any device that is capable of storing and retrieving data;
<b>Sub-Contract</b>	<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>provides the Deliverables (or any part of them);</p> <p>provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
<b>Subcontractor</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>Subprocessor</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>Supplier</b>	the person, firm or company identified in the Framework Award Form;

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<b>Supplier Assets</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>Supplier Authorised Representative</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>Supplier Compliance Officer</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>Supplier's Confidential Information</b>	any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;  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;  Information derived from any of (a) and (b) above;
<b>Supplier's Contract Manager</b>	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;
<b>Supplier Equipment</b>	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;
<b>Supplier Marketing Contact</b>	shall be the person identified in the Framework Award Form;
<b>Supplier Non-Performance</b>	where the Supplier has failed to: Achieve a Milestone by its Milestone Date; provide the Goods and/or Services in accordance with the Service Levels ; and/or comply with an obligation under a Contract;
<b>Supplier Profit</b>	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;
<b>Supplier Profit Margin</b>	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;
<b>Supplier Staff</b>	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;

Joint Schedule 1 (Definitions)

<b>Supporting Documentation</b>	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;
<b>Tax</b>	<p>(a) all forms of taxation whether direct or indirect;</p> <p>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
<b>Termination Notice</b>	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;
<b>Test Issue</b>	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
<b>Test Plan</b>	<p>a plan:</p> <p>(a) for the Testing of the Deliverables; and</p> <p>(b) setting out other agreed criteria related to the achievement of Milestones;</p>
<b>Tests</b>	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 <b>"Tested"</b> and <b>"Testing"</b> shall be construed accordingly;
<b>Third Party IPR</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>Time and Materials</b>	a pricing mechanism where by the Buyer agrees to pay the Supplier for the work performed by the Supplier Staff and for the materials used in the project based on pre-agreed rate cards and material disclosures and subject to time approval;
<b>Transferring Supplier Employees</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>Transparency Information</b>	<p>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for:</p> <p>(a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and</p> <p>(b) Commercially Sensitive Information;</p>
<b>Transparency Reports</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in

Joint Schedule 1 (Definitions)

	accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>Variation</b>	any change to a Contract;
<b>Variation Form</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>Variation Procedure</b>	the procedure set out in Clause 24 (Changing the contract);
<b>VAT</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>VCSE</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>Worker</b>	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) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>Worker Engagement Route</b>	the details of the labour supply chain through which the worker is engaged as Supplier Staff. For example, the worker could be: (a) employed by the Supplier the Buyer contracts with, (b) employed by another organisation within the supply chain, e.g. an agency or umbrella company, (c) an off-payroll worker engaged via an intermediary e.g. the worker's own personal service company, (d) an independent sole trader.
<b>Working Day</b>	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;
<b>Work Day</b>	a minimum of 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>Work Hours</b>	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):

<b>Contract Details</b>		
This variation is between:	Care Quality Commission Buyer (" <b>CQC</b> " / " <b>the Buyer</b> ") And <b>Scroll Ltd ("the Supplier")</b>	
Contract name:	<b>Website Content Design</b> ("the Contract")	
Contract reference number:	<b>CQC EP&amp;S 018</b>	
[Statement of Work (SOW) reference:]	[insert SOW reference number and title (if applicable) or delete row]	
[Buyer reference:]	[insert cost centre/portfolio codes as appropriate]	
<b>Details of Proposed Variation</b>		
Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation	[insert detail here or use Annex 1 below]	
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
<b>Impact of Variation</b>		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
<b>Outcome of Variation</b>		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li>• <b>CQC/Buyer to insert</b> original Clauses or Paragraphs to be varied and the changed clause]</li> <li>• <b>[reference Annex 1</b> as appropriate]</li> </ul>	
Financial variation:	Original Contract Value:	£
	Additional cost due to variation:	£
	New Contract value:	£
[Timescale variation/s:]		

## Joint Schedule 2 (Variation Form)

- 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 CQC: 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.

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

Signature:

Date:

Name (in capitals):

Job Title:

Address:

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

Signature:

Date:

Name (in capitals):

Job Title:

Address:

**Annex 1**

**insert** details as required

## **Joint Schedule 3 (Insurance Requirements)**

### **1 The insurance the Supplier needs 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 the Contract Period and 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 the Supplier is not 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



## Joint Schedule 3 (Insurance Requirements)

reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

### **4 Evidence of insurance to be provided**

- 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 Required amount of insurance**

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

### **6 Cancelled insurance**

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

### **7 Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**Annex: Required insurances**

- 1 The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:
  - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000);
  - 1.2 public liability and products insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
  - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

## **Joint Schedule 4 (Commercially Sensitive Information)**

### **1 What is the Commercially Sensitive Information?**

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

Repeat as necessary:

**No.:**

**Date:**

**Item(s):**

**Duration of Confidentiality:**

## Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

### 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](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 section 149 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 is 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 to lodge deposits or identify papers with the employer and shall be free to leave their employer after reasonable notice;
  - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
  - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
  - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
  - 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

#### **4 Income Security**

- 4.1 The Supplier shall:
  - 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
  - 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
  - 4.1.3 ensure 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;
  - 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:
      - (a) the extent;
      - (b) frequency; and
      - (c) hours worked;
- by individuals and by the Supplier Staff as a whole;

## Joint Schedule 5 (Corporate Social Responsibility)

- 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;  
appropriate safeguards are taken to protect the workers' health and safety; and
  - 5.3.3 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 is online at:

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

## **Joint Schedule 6 (Key Subcontractors) Not Used**

### **1 Restrictions on certain subcontractors**

- 1.1 The Supplier is entitled, unless the Buyer states to the contrary, to sub-contract its obligations under each Call-Off Contract to the Key Subcontractors set out in the Call-Off Order Form.
- 1.2 Subject to Paragraph 1.1, the Supplier is entitled to sub-contract some of its obligations under a Call-Off Contract to Key Subcontractors who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the name and details of the directors, employees, agents, consultants and contractors of the subcontractor engaged in the performance of the Supplier's obligations under the Contract. Details should include: name; role; email address; address; contract details; Worker Engagement Route – for example, employed by subcontractor; engaged via worker's intermediary e.g. PSC (i.e. a personal service company), engaged as an independent sole trader or employed by another entity in supply chain;
  - 1.4.3 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.4 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's length" terms;
  - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
  - 1.4.6 (where applicable) the Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
- 1.5 If requested by CCS and/or the Buyer, within 10 Working Days, the Supplier shall also provide:
  - 1.5.1 a copy of the proposed Key Sub-Contract; and

## Joint Schedule 6 (Key Subcontractors)

- 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
  - 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
  - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
  - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
  - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
  - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
    - (a) the data protection requirements set out in Clause 14 (Data protection);
    - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
    - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
    - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
    - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
  - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the buyer can end this contract) and 10.5 (When the supplier can end the contract) of this Contract; and
- a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.



## Joint Schedule 7 (Financial Difficulties)

### [Optional at Call-Off Contract]

#### 1 Definitions

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

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

<b>Monitored Company</b>	Supplier
<b>Rating Agencies</b>	the rating agencies listed in Annex 1.

## **2 When this Schedule applies**

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

## **3 What happens when your credit rating changes**

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

## **4 What happens if there is a financial distress event**

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

**[Guidance:** delete this clause if there are no Key Subcontractors or the Key Subcontractors are not Monitored Company]

- 4.2 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
- 4.2.1 rectify such late or non-payment; or
- 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
- 4.3.2 where CCS or Buyers reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1 which CCS may share with Buyers) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
- (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
- (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
- 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6

shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

## **5 When CCS or the Buyer can terminate for financial distress**

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
  - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
  - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5;
  - 5.1.3 in the case of the Buyer, the Supplier fails to agree a Financial Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) that ensures the continued performance of the Contract and delivery of the Deliverables under its Contract; and/or
  - 5.1.4 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

## **6 What happens If your credit rating is still good**

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

## **Annex 1: Rating Agencies**

Dun and Bradstreet ("D&B")

## **Annex 2: Credit Ratings and Credit Rating Thresholds**

### **Part 1: Current Rating**

<b>Entity</b>	<b>Credit rating (long term)</b>
Supplier	10
Guarantor	N/A
Key Subcontractor	N/A

Joint Schedule 8 (Guarantee)

**Joint Schedule 8 (Guarantee) \_ NOT USED**

## Joint Schedule 10 (Rectification Plan)

<b>Request for [Revised] Rectification Plan</b>			
Details of the Default:			
Deadline for receiving the <b>Revised</b> Rectification Plan:	date (minimum 10 days from request)		
Signed by <b>CQC/Buyer</b> :		Date:	
<b>Scroll Ltd Rectification Plan</b>			
Cause of the Default			
Anticipated impact assessment:			
Actual effect of Default:			
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>	
	1.		
	2.		
	3.		
	4.		
	[...]		
Timescale for complete rectification of Default	<b>10 Working Days</b>		
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>	
	1.		
	2.		
	3.		
	4.		
	[...]		
Signed by the Supplier:		Date:	
<b>Review of Rectification Plan</b> CQC/Buyer			

Joint Schedule 10 (Rectification Plan)

Outcome of review			
Reasons for rejection (if applicable)	<b>add</b> reasons		
Signed by <b>CQC/Buyer</b>		Date:	



## Joint Schedule 11 (Processing Data) RM1043.7

### Definitions

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

Term	Definition
<b>Processor Personnel</b>	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

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:

“Controller” in respect of the other Party who is “Processor”;

“Processor” in respect of the other Party who is “Controller”;

“Joint Controller” with the other Party;

“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

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.

The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

a systematic description of the envisaged Processing and the purpose of the Processing;

an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

an assessment of the risks to the rights and freedoms of Data Subjects; and

the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

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;

## Joint Schedule 11 (Processing Data)

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;

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);

- 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;

not transfer Personal Data outside of the 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 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

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.

Subject to Paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

- receives a Data Subject Access Request (or purported Data Subject Access Request);
- receives a request to rectify, block or erase any Personal Data;

## Joint Schedule 11 (Processing Data)

receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

becomes aware of a Personal Data Breach.

The Processor's obligation to notify under Paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

the Controller with full details and copies of the complaint, communication or request;

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;

the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

assistance as requested by the Controller following any Personal Data Breach; and/or

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.

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:

the Controller determines that the Processing is not occasional;

the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

notify the Controller in writing of the intended Subprocessor and Processing;

obtain the written consent of the Controller;

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

## Joint Schedule 11 (Processing Data)

provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

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).

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**

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

### **Independent Controllers of Personal Data**

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.

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.

Where a Party has provided Personal Data to the other Party in accordance with Paragraph 8 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.

The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

The Parties shall only provide Personal Data to each other:

- to the extent necessary to perform their respective obligations under the Contract;
- in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
- where it has recorded it in Annex 1 (Processing Personal Data).

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

## Joint Schedule 11 (Processing Data)

A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.

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"):

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

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.

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:

do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

implement any measures necessary to restore the security of any compromised Personal Data;

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

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.

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).

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).

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 27 of this Joint Schedule 11.

## Annex 1: Processing Personal Data

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

The contact details of the Relevant Authority's Data Protection Officer are: **[Insert Contact details]**

The contact details of the Supplier's Data Protection Officer are: [Abby Rudland, abby@scroll.co.uk]

The Processor shall comply with any further written instructions with respect to Processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with Paragraph 2 to Paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• <b>None</b></li></ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with Paragraph 2 to Paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"><li>• <b>None</b></li></ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p>

	<p><b>None</b></p> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>Business contact details of Supplier Personnel for which the Supplier is the Controller,</p> <p>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,</p> <p><b>None</b></p>
Duration of the Processing	N/A
Nature and purposes of the Processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A
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	N/A

## **Annex 2: Joint Controller Agreement – N/A**

### **Joint Controller Status and Allocation of Responsibilities**

With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of Paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and Paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

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

- is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;

- shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

- is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;

- is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and

- shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **Supplier's/Relevant Authority's** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

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

### **Undertakings of both Parties**

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

- report to the other Party every [x] months on:

- the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

- the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

- any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

- any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

- any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,



## Joint Schedule 11 (Processing Data)

that it has received in relation to the subject matter of the Contract during that period;  
notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);

provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;

ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information

are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and

have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach 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;

ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and

ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation

to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

### **Data Protection Breach**

Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and

all reasonable assistance, including:

co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;

co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or

providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

the nature of the Personal Data Breach;

the nature of Personal Data affected;

the categories and number of Data Subjects concerned;

the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

measures taken or proposed to be taken to address the Personal Data Breach; and

describe the likely consequences of the Personal Data Breach.

### **Audit**

The Supplier shall permit:

the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

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

## **Impact Assessments**

The Parties shall:

provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

## **ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

## **Liabilities for Data Protection Breach**

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

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

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

if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority

and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

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

In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):

if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;

if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

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

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

## **Termination**

If the Supplier is in material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (Ending the contract).

## **Sub-Processing**

In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

## **Data Retention**

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

## Joint Schedule 12 (Supply Chain Visibility)

### Not Used

#### Definitions

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

Term	Definition
<b>Contracts Finder</b>	the Government's publishing portal for public sector procurement opportunities;
<b>SME</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
<b>Supply Chain Information Report Template</b>	the document at Annex 1 of this Schedule 12; and
<b>VCSE</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

### Visibility of Sub-Contract Opportunities in the Supply Chain

The Supplier shall:

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

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

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

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

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

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

The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.

Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

## **Visibility of Supply Chain Spend**

In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:

the total contract revenue received directly on the Contract;

the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and

the total value of sub-contracted revenues to SMEs and VCSEs.

The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.

The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) – CQC EP&S 018 – Web Site Content Design

## **Annex 1**

The [Supply Chain Information Report template](#) is available from Procurement Policy Note 01/18: Supply Chain Visibility



- **Call-Off Schedules for RM1043.7**

- Call-Off Schedule 1 (Transparency Reports) – Not Used
- Call-Off Schedule 2 (Staff Transfer) – Not Used
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details and Expenses Policy)
- Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
- 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 14 (Service Levels and Balanced Scorecard)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking) Not Used
- Call-Off Schedule 17 (MOD Terms) Not Used
- Call-Off Schedule 18 (Background Checks) Not Used
- Call-Off Schedule 19 (Scottish Law) Not Used
- Call-Off Schedule 20 (Call-Off Specification)
- Call-off Schedule 21 (Northern Ireland Law) Not Used
- Call-Off Schedule 25 (Ethical Walls Agreement) Not Used
- Call-Off Schedule 26 (Cyber Essentials Scheme)

CCS Core Terms (version 3.0.9)

Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

**Call-Off Special Terms**

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

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) – CQC EP&S 018 – Web Site Content Design

Call-Off Start Date: 01/07/2023

Call-Off Expiry Date: 30/06/2025

Call-Off Initial Period: 24 Months

Call-Off Optional Extension Period: None

Minimum Notice Period for Extensions: NA

Call-Off Contract Value: £300,000

### **Call-Off Deliverables**

**Option A:** Website Content Design. Delivery 01/07/2023, at CQC, 2<sup>nd</sup> Fl. 2 Redman Place, Stratford, London E20 1JQ.

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Buyer's additional Standards - None.

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate OR Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £225,000 (150% of the yearly charge) Estimated Charges in the first 12 months of the Contract.

### **Call-Off Charges**

1 Capped time and materials.

The Supplier will use the rates from its CCS (SFIA) rate card, applying discounts as outlined in the table below. The Supplier will update the Buyer with details of days worked and at what rate (senior content designer or standard content designer) at the end of every month, or more often as required. Payment will be linked to milestones and deliverables.

The overall cost is capped at £249,520 plus VAT.

<p>1. Delivery of Web Content Design Service as outlined in the Statement of Requirements (for full contract duration)</p>	<div style="background-color: black; width: 100%; height: 100%;"></div>
<p>Grand Total of Costs</p>	<p>£249,520 for the two years</p>

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

**Reimbursable Expenses**

None

**Payment Method**

**Buyer's Invoice Address**

Care Quality Commission  
T70 PAYABLES F175  
PO BOX 312  
Leeds  
LS11 1HP

Alternatively, please email invoices to: [sbs.apinvoicing@nhs.net](mailto:sbs.apinvoicing@nhs.net) quoting a valid PO number

**Buyer's Authorised Representative**

Director

Engagement, Policy and Strategy

2<sup>nd</sup> Fl. 2 Redman Place, London, E20 1JQ

### Buyer's Environmental Policy

N/A

### Buyer's Security Policy



20230609 CQC  
Information Security

### Supplier's Authorised Representative

[Redacted]

Director

[Redacted]

[Redacted]

[Redacted]

### Supplier's Contract Manager

[Redacted]

Account Manager

[Redacted]

[Redacted]

[Redacted]

### Progress Report Frequency

On the first Working Day of each calendar month

### Progress Meeting Frequency

Quarterly on the first Working Day of each quarter

### Key Subcontractor(s)

N/A

### Commercially Sensitive Information

Supplier's Commercially Sensitive Information - Scroll's discounts and added value points.  
Balanced Scorecard

Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

### Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Material KPIs	Measured by	Target	Review Frequency
Provision of services (as outlined above)	Provision of services outlined above being met	Daily or by other dates specified by CQC and agreed	Ongoing

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) – CQC EP&S 018 – Web Site Content Design

		with the Contractor.	
Content delivered meets CQC content standards	Reading age score Content length (reduction of original version)	Each of 10 content standards met Content length reduced by 50%	Ongoing
Content is accurate	SME sign off process	No outstanding SME concerns over style	Ongoing
Timeliness of delivery	Burn-down rate of the content backlog / number of documents delivered	Agreed schedule of content delivery is on track	Ongoing

**Additional Insurances**

N/A

**Guarantee**

N/A

**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)

**Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) – CQC EP&S 018 – Web Site Content Design

**SIGNED** for and on behalf of **Buyer**

Authorised Signatory:

**For and on behalf of the Supplier:**

Authorised Signatory 1:

**A DIRECTOR, IN THE PRESENCE OF**

Witness Signatory 1:

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) – CQC EP&S 018 – Web Site Content Design

**Appendix 1 – NOT USED**

## **Annex 1 (Template Statement of Work)**

### **Statement of Works (SOW) Details**

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

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

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

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

**Date of SOW:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**



Call-Off Schedule 3 (Continuous Improvement)

**Call-Off Contract Specification – Deliverables Context**

### Call-Off Schedule 3 (Continuous Improvement)

**SOW Deliverables Background:** [Insert details of which elements of the Deliverables this SOW will address]

**Delivery phase(s):** [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

**Overview of Requirement:** [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

#### **Buyer Requirements – SOW Deliverables**

##### **Outcome Description:**

<b>Milestone Ref</b>	<b>Milestone Description</b>	<b>Acceptance Criteria</b>	<b>Due Date</b>
MS01	Kick off session with CQC and supplier teams including content designers and relevant SMEs.	Workshop held	Monthly Review
MS02	Resource plan produced by supplier and agreed with CQC.	Plan approved	Monthly Review
MS03	In-depth review of first three pieces of content delivered.	Content delivered accepted as ready for publication	Monthly Review
MS04	Progress against backlog / delivery schedule of content	Signed off content and ready for publication	Monthly Review
MS05	Post contract review	CQC and client to agree date, time and location	Monthly Review

##### **Delivery Plan:**

##### **Dependencies:**

##### **Supplier Resource Plan:**

##### **Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

[Insert if necessary] ]

##### **Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **[Cyber Essentials Certificate][OR Cyber Essentials Plus Certificate]** for the work undertaken under this SOW, in accordance

### Call-Off Schedule 3 (Continuous Improvement)

with Call-Off Schedule 26 (Cyber Essentials Scheme).

#### SOW Standards:

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

#### Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

#### Additional Requirements:

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

#### Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

#### SOW Reporting Requirements:

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.			
1.1			

#### Charges

##### Call Off Contract Charges:

### Call-Off Schedule 3 (Continuous Improvement)

The applicable charging method(s) for this SOW is:

- [Capped Time and Materials]

**Buyer** to select as appropriate for this SOW

The estimated maximum value of this SOW (irrespective of the selected charging method) is £.....

**Rate Cards Applicable:**

**Reimbursable Expenses:**

**CQC** to delete as appropriate for this SOW

#### **Signatures and Approvals**

##### **Agreement of this SOW**

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

##### **For and on behalf of the Supplier**

Name:

Title:

Date:

Signature:

##### **For and on behalf of the Buyer**

Name:

Title:

Date:

Signature:

## Annex 1

### Data Processing

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>● <b>Insert</b> the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority</li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>● <b>Insert</b> the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier</li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>● <b>Insert</b> the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></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"> <li>● Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>● 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,</li> <li>● <b>Insert</b> the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine</li> </ul>

### Call-Off Schedule 3 (Continuous Improvement)

	the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority
Duration of the Processing	N/A
Nature and purposes of the Processing	
Type of Personal Data	
Categories of Data Subject	
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	

## Call-Off Schedule 1 (Transparency Reports)

### 1 Transparency Reports

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

## Annex A: List of Transparency Reports

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
<b>Performance metrics</b>	KPIs		monthly
<b>Call-Off Contract Charges</b>	Charges to date against PO		monthly
<b>Key Subcontractors and supply chain governance</b>	key subcontractors		monthly
<b>Performance and underperformance management</b>	reports	word	monthly
<b>Resource plans</b>	reports	word	monthly



## 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.

### Call-Off Schedule 3 (Continuous Improvement)

- 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 4 (Call Off Tender)**

**Invitation to Tender (ITT) &  
Guidance Document – Below  
Threshold**

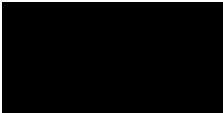
**Tender Name: Website Content Design**

**CQC Tender Reference: CQC EP&S 018**

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## **SECTION ONE: INSTRUCTIONS TO TENDERERS**

### **BACKGROUND, PURPOSE & STRUCTURE OF THE INVITATION TO TENDER**

The purpose of the Invitation to Tender (ITT) is to provide information and instructions to allow Tenderers to submit a Tender Response in respect of the requirements set out by the Authority for the respective services. Tenderers are required to submit their Tender Responses in accordance with the instructions set out in this guidance document.

This information has been developed to be read alongside the Statement of Requirements and to provide guidance on how Tenderers can compile their Tender Responses and demonstrate how they perform business, their vision for the service, how they intend to deliver the service and their capability and capacity as potential service providers.

If any information is unclear, or if a Tenderer considers that insufficient information has been provided, they should raise a query via the clarification process described in paragraph 6 (Tender Clarification Questions) of this Section One.

Tenderers are advised to consider the specific requirements and background information carefully when completing responses to the ITT. Further details of the requirements are set out in Appendix A: Statement of Requirements.

### **E-SOURCING PORTAL**

The ITT and documents for submitting a Tender are only available in electronic form for this procurement. There will be no hard copy documents issued to potential Tenderers and all communications with the Authority, including your tender submission, will be conducted via the Authority's e-Sourcing Portal hosted by Atamis:

<https://health-family.force.com/s/Welcome>

Should Tenderers have any queries or encounter problems on the e- Sourcing portal, please contact Atamis support desk on telephone number 0800 9956035 (Monday to Friday 8am to 5pm) or via email address: [support-health@atamis.co.uk](mailto:support-health@atamis.co.uk)

To assist the Atamis Help desk team to deal with any enquiries as promptly as possible, please provide them with your organisation name and the ITT reference code or Title.

The contact details provided by Tenderers when registering on the e-Sourcing Portal will be used by the Authority for all communications. It is the Tenderers responsibility to maintain these contact details in the e-Sourcing Portal and notify the Authority of any changes to the contact details that have been provided in e-Sourcing Portal.

### **PROCUREMENT DOCUMENTS**

In accordance with the provisions of regulation 53 of the Regulations, the Authority has made available the full suite of procurement documents from the publication date of the contract notice.

Table 1 below sets out the key ITT documentation files that is available for download via the e-Sourcing Portal:

**Table 1 – ITT Documentation**

<b>Attachment File No.</b>	<b>File Name</b>
01	Invitation to Tender (ITT) Instruction Guidance
02	Appendix A: Statement of Requirements
03	Appendix B: Draft Contract
04	Appendix C: Quality Response Document
05	Appendix D: Price Response Document
06	Appendix E: Certificate of Non-Collusion and Non-Canvassing
07	Appendix F: Tender Declaration Form
08	Appendix G: Commercially Sensitive Information

**PLEASE NOTE:** should additional information be made available during the ITT, this will be published directly onto the e-Sourcing Portal for Tenderers to access, and all participating Tenderers will be notified on the e-Sourcing Portal accordingly.

## **PROCUREMENT TIMETABLE**

Table 2 below sets out the summary timetable for this tender exercise:

**Table 2 – Procurement Timetable**

<b>Activity</b>	<b>Date</b>
Contract Notice publication	03/05/23
Tender Clarification Question Deadline	18/05/23
<b>Tender Response Deadline</b>	<b>22/05/23 (12:00 noon)</b>
Evaluation of Tender Responses	23/05/23
Notification of Contract Award Decision	26/05/23
Start of Standstill Period	27/05/23
End of Standstill Period	06/06/23
Confirmation of Contract Award	07/06/23
Contract Commencement	01/07/23

**PLEASE NOTE:** the above timetable sets out an indicative timeline for this procurement exercise. This timetable is intended as a guide, and whilst the Authority does not intend to depart from the timeline, it reserves the right to do so at any time. If any changes to the timeline become necessary, the Authority will notify all Tenderers of any such changes via the e-Sourcing Portal.

## **TENDERERS GUIDANCE NOTES**

Please note that the Authority may, at its own absolute discretion extend the closing date and time for the receipt of Tender Responses specified above. Any such extension(s) granted by the Authority will apply to all Tenderers.

Tenderers must submit their final Tender Responses via the Authority's E-Sourcing Portal, Atamis, no later than the specified deadline for receipt of Tender Responses. Tender Responses may be submitted at any time before the closing date/time and amended as many times as necessary before the deadline. Tender Responses received before the deadline will be retained unopened on the Authority's E-Sourcing Portal until after the deadline for receipt of tenders.

It is the Tenderer's responsibility to ensure that its Tender Response has been successfully submitted. Tender Responses which are not submitted in accordance with the instructions detailed above, on or before the stated deadline will not be visible to the Authority and will therefore not be taken any further within the procurement process.

**PLEASE NOTE:** The Authority will not consider any Tender Response received after the deadline stated and failure to submit a Tender Response by the deadline will result in the disqualification of the Tenderer from participating in the procurement exercise.

The Tender Response and any accompanying documentation must be in the English language and in a format as specified in Table 3 – Files and Software. CQC reserves the right not to consider tenders if not submitted in the format specified.

**Table 3 - Files and Software**

File Type	Software Package
Text based documents	Microsoft Word (2010) or earlier
Spreadsheet based documents	Readable by Microsoft Excel (Version 2010) or earlier
Financial reports and accounts	Microsoft Word (2010) or earlier

The Authority will not accept any responsibility for the premature opening or mishandling of Tender Responses that are not submitted in accordance with these instructions. Tenderers should not include in their Tender Responses any extraneous information which has not been specifically requested in the ITT including, for example, any sales literature, standard terms of trading etc.

Through tendering its requirements, the Authority consistently seeks solutions that are both sustainable and offer value for money. Tenderers are therefore encouraged to offer discounts, efficiencies and sustainable solutions within their Tender Response. This should not be construed as an invitation to negotiate outside of the procurement process which is being deployed on this occasion, and the Authority will base its award decision solely on the Tender Response.

Tenderers must submit all financial information in accordance with the Price Response Document in Appendix D.

Financial data provided must be in, or converted to, Pounds Sterling. Where official documents include financial data in a foreign currency, a Sterling equivalent must be provided.

**PLEASE NOTE:** All Price Responses submitted must be firm for the duration of the Contract (except where the Tenderer is offering a decrease in costs over the contract



period) and not be subject to any variation unless provided for in the Terms and Conditions of the Contract.

Tenderers should submit their Price Response on the basis that there is no indexation applied over the life of the Contract. The basis of the cost should include all the costs for full-service delivery.

Should an error be discovered in the Tenderer's costings during the evaluation period, the Tenderer will be given the opportunity of confirming its offer or amending it to correct the error. This is to be determined by the Authority at its sole discretion.

**PLEASE NOTE:** The successful Tenderer will be required to accept the Terms and Conditions of Contract in Appendix B and be compliant with the Contract pertaining to this procurement exercise and any subsequent revisions thereof. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment. Any clarifications in relation to the terms of the Contract must be raised to the Authority in accordance with paragraph 6 below (Tender Clarification Questions).

The Authority will not enter into an arrangement with any Tenderer, individual or organisation that does not fully accept this requirement. A qualified Tender Response will be considered as non-acceptance of this requirement, and should the qualification not be withdrawn by the Tenderer concerned, this will result in its disqualification from the procurement process.

## **TENDERER CLARIFICATION QUESTIONS**

Tenderers may raise questions or seek clarifications regarding any aspect of this ITT at any time prior to the Clarification Deadline in Table 2. All communications from Tenderers (including Tenderers' sub-contractors, consortium members, consultants and advisers) during the procurement must be made via the e-Sourcing Portal.

The Authority will endeavour to respond to each clarification question received within three (3) working days unless a specific deadline has been provided the Tenderer. In order to satisfy this requirement, the Authority has designated a specific window of time to deal with clarification requests.

Clarification questions in relation to this ITT must be submitted via the Authority's e-Sourcing Portal no later than the Tender Clarification Deadline stipulated in Table 2 above. Should any clarification questions be submitted on or before the clarification deadline, the Authority will endeavour to provide a response within three (3) working days from the date of the clarification being received. No further clarifications on the ITT shall be accepted after the Tender Clarification Deadline.

Please note that in the interests of transparency, any clarification questions raised outside of the e-Sourcing Portal (i.e. via Telephone, Email, Post) will **NOT** be accepted.

Please also note the Authority will not enter into exclusive discussions with Tenderers regarding the requirements of this Tender exercise.

In order to ensure equality of treatment of Tenderers regarding this ITT, the Authority will publish all its responses to questions raised by Tenderers on an anonymous basis via the e-Sourcing Portal messaging facility. This publication will be in the form of a Question and Answer Clarification document.

**PLEASE NOTE:** Tenderers should indicate if a clarification question is considered to be commercially sensitive or confidential nature – i.e. where disclosure of such query and response would, or would be likely to, prejudice its commercial interests. Tenderers must set out the reason(s) for non-disclosure to other Tenderers.

If the Authority does not either consider the query to be of a commercially sensitive or confidential nature or one which all Tenderers would potentially benefit from seeing both the query and response, the Authority will hold at their discretion the right to refuse such a request and will inform the requesting Tenderer of any such decision. The Tenderer will then have the right to withdraw the question or clarification. If the clarification is not withdrawn, the response will be issued to all Tenderers.

### **SUBMISSION OF TENDERS**

Tender Responses shall be submitted in accordance with the following instructions.

All Tender Responses must be submitted using the documentation provided by the Authority via the e-Sourcing Portal and uploaded onto the e-Sourcing Portal by the stipulated Tender Response Deadline.

Responses to the Quality Response Document (Appendix C) and the Price Response Document (Appendix D) must be answered and submitted via the e-Sourcing Portal.

**PLEASE NOTE** that responses to specific questions may have an associated maximum 'word limit'. Tenderers are therefore requested to ensure they respond within the word limit(s) indicated. Any response that exceeds the word limit will not be evaluated.

By submitting a Tender Response, Tenderers agree:

- To be bound by the ITT; and
- That if the Authority awards the Tender in writing, the Tenderer will be bound by the contract terms & conditions;
- That the Authority may terminate or amend the procurement or the ITT at any time. Any such termination or amendment will be notified in writing to all Tenderers.

Failure to comply with the instructions set out in the ITT or providing false, inaccurate or misleading information (at any stage of this procurement) may result in the Tenderer's exclusion from this procurement.

### **TENDER CLARIFICATIONS**

The Authority reserves the right to request Tenderers to clarify any part of their Tender Response in writing. Requests for clarification will be issued via the e-Sourcing Portal.

Any such requests for clarification do not seek to elicit additional information to that initially requested, nor give Tenderers an opportunity to correct incomplete or otherwise non-compliant Tender Responses.

Tenderers are required to respond within the given timescale of the request for clarification, unless there is a justifiable reason why a delay would be incurred in the submission of a response. It is the Authority's sole discretion to decide whether to grant further extension to the clarification response timescale.

If the Tenderer fails to provide an adequate response to one or more points of clarification, or fails to respond in a timely manner, then that Tenderer may be excluded from progressing further in the procurement exercise.

## **EVALUATION STAGE GENERAL GUIDANCE**

The purpose of the evaluation stage is to evaluate Tender Responses to ensure they are appropriate to the procurement and meet the requirements set out in the ITT.

The Authority intends to award the Contract to the Tenderer who offers the most economically advantageous Tender in accordance with the published evaluation criteria and weightings.

Evaluation activity will be carried out by a panel made up of representatives from the Authority and its advisors. All evaluation panel members are required to complete a Conflict of Interest Declaration and Confidentiality Agreement form prior to the start of the evaluation. These forms requires evaluation panel members to disclose any actual or potential conflicts of interest and agree to treat all information regarding tenderers, members of tendering organisations and information contained within Tender Responses as confidential. All identified conflicts of interest (actual or potential) must be resolved to the satisfaction of the Authority. Where conflicts of interest cannot be resolved, or the panel member will not agree to treat information as confidential, that individual will not participate in the evaluation of Tender Responses. Only evaluators authorised by the Authority will have access to Tender Responses information.

## **EVALUATION PROCESS**

Evaluation of Tenders will be undertaken by a pre-determined panel of subject matter experts appointed by the Authority. The evaluation will consist of two stages, stage one is an independent evaluation of the Tenders applying the relevant evaluation criteria for each question.

Stage two is a moderation meeting where the evaluation panel will reach a consensus on the marking of each question. More information on each stage of the evaluation can be found below.

All qualifying Tender Responses will be independently evaluated by the Evaluation Panel. The Quality and Price evaluation will occur concurrently:

### **(a) Independent Quality Evaluation**

This stage of the evaluation will assess each Tender Response's Quality Evaluation Questions. Quality Evaluation questions will be assessed using the published evaluation criteria against each question.

For each of the Quality evaluation questions, Tenderers are required to achieve a score of "2" or above (in line with the defined scoring criteria) for each question response. The Authority reserves the right to reject a Tender which scores below 2 in any question.

### **(b) Price Evaluation**

Alongside the Initial Quality Evaluation, the Price Evaluation of each Tenderer's fully completed Price Response will be assessed. Tenderers must ensure that the Price Response document (Appendix D) is completed in full, providing a breakdown of the total expected costs for delivering each element of the requirement.

The Price Evaluation will be carried out by establishing the assessed pricing of each Tender. The Price Evaluation will seek to establish that a Tenderer has provided adequate and feasible costings for each element of the service requirement and will deliver the requirement within those costings.

### **HIGH LEVEL EVALUATION CRITERIA**

The maximum marks available for the Quality Evaluation of the Tender will be 65%, with the remaining 35% of the overall marks being allocated to the Price Evaluation.

### **QUALITY EVALUATION**

Tenderers must respond to all the Quality Evaluation questions contained in Appendix C.

Tenderers must achieve a minimum score of "2" (i.e. "Adequate") for each of the Quality Evaluation Criteria in order to be considered for the award of this Contract. Failure to achieve this minimum scoring threshold for one or more Quality Evaluation Criteria will result in a Tenderer's Tender Response not being considered.

Tenderers must provide a concise description of the key aspects of the proposal. Where a question has been given a word limit this should not be exceeded. We have also indicated where supporting documentation may be submitted for individual questions.

The individual sub-criteria for each element of the overall Quality Evaluation are set out in the table below:

<b>QUALITY EVALUATION SUB-CRITERIA (Max Score 70)</b>	<b>Sub Criteria Weighting</b>
Sub Criteria 1 – Technical Competence	55%
Sub Criteria 2 – Cultural Fit Including Social Value	15%

<b>QUALITY EVALUATION SUB-CRITERIA (Max Score 70)</b>	<b>Sub Criteria Weighting</b>

**Table 4: Quality Evaluation Sub-Criteria**

Each Quality question will be assessed using the below criteria and allocated the associated weighted score based on the below table:

**Table 5 – Quality Submission Scoring Criteria**

<b>SCORE</b>	<b>PERFORMANCE</b>	<b>JUDGEMENT</b>	<b>% of Max Score Available</b>
0	Unsatisfactory	No or inadequate response that contains material omissions or provides no (or inadequate) supporting evidence / examples / information.  The response gives no confidence that the Tenderer has the capability, resource and experience to properly perform the contract.	0%
1	Weak	Response inadequately addresses one or more key points and / or includes inadequate supporting evidence / examples / information.  The response gives little confidence that the Tenderer has the capability, resource and experience to properly perform the contract.	25%
2	Adequate	Response adequately addresses all key points and includes adequate supporting evidence / examples / information.  The response gives a reasonable degree of confidence that the Tenderer has the capability, resource and experience to perform the contract.	50%
3	Good	Response addresses all key points well and includes good supporting evidence / examples / information. No significant weaknesses.  The response gives confidence that the Tenderer has the capability, resource and experience to properly perform the contract.	75%

4	Excellent	Response addresses all points well and provides excellent supporting evidence / examples / information.  The response gives a high degree of confidence that the Tenderer has the capability, resource and experience to properly perform the contract.	100%
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## PRICE EVALUATION

Tenderers must complete the Price Response document, Appendix D, which can be found in the e-Sourcing Portal.

The Price Evaluation seeks to establish that a Tenderer has provided adequate and feasible costings for each element of the service requirement and will deliver the requirement within those costings.

The Price Evaluation will be carried out based on the total overall price (i.e. grand total of costs). The calculation used to determine the Price Evaluation Score is as follows:

$$\text{Weighting Score} = \frac{\text{Lowest Grand Total of Costs}}{\text{Tender Grand Total of Costs}} \times \text{Max Score (i.e. 35)}$$

An example is presented below to illustrate workings;

If three Tender responses are received and Tenderer A has quoted £600,000 as their total price, Tenderer B has quoted £700,000 as their total price and Tenderer C has quoted £800,000 as their total price, then the calculation will be as follows:

$$\text{Tenderer A Score} = (£600,000/£600,000) \times 30 \text{ (maximum marks available)} = 30.00$$

$$\text{Tenderer B Score} = (£600,000/£700,000) \times 30 \text{ (maximum marks available)} = 25.71$$

$$\text{Tenderer C Score} = (£600,000/£800,000) \times 30 \text{ (maximum marks available)} = 22.5$$

The highest mark allocation for the Price evaluation will be awarded to the Tenderer submitting the overall lowest total cost. The remaining Tenderers will receive a pro-rata mark based on their Total Cost in relation to the overall lowest Total Cost.

## CONTRACT AWARD DECISION

The Authority will award the Contract to the Tenderer submitting the most economically advantageous tender ("MEAT"), i.e. the Tender that achieves the highest combined final score out of 100%.

### Call-Off Schedule 3 (Continuous Improvement)

The final score will be determined at the moderation meeting and will be calculated using the combined total of the Quality Evaluation score and the total Price Evaluation score.

In the event that two or more Tenderers obtain the same highest combined final score, the Authority shall select from amongst those Tenderers the Tenderer who scores the highest weighted score for the Quality Evaluation and will be deemed the successful Tenderer and awarded the Contract.

## **SECTION TWO: IMPORTANT NOTICES**

### **TENDERER CHANGES**

Tenderers are subject to an on-going obligation to notify the Authority of any material changes in their financial or other circumstances. This includes, but is not limited to, changes to the identity of sub-contractors or the ownership or financial or other circumstances thereof and solvency of the Tenderer. The Authority should be notified of any material change as soon as it becomes apparent via the messaging function within the e-Sourcing Portal.

Tenderers are reminded that any future changes in relation to collaborations, partnerships and sub-contracting must be notified to the Authority.

Failure to notify the Authority of any material changes or to comply with any of these provisions may lead to a tenderer being excluded from the process.

### **TENDERER'S ADVISORS**

Tenderers will be responsible for obtaining all information and independent advice that they consider necessary for the preparation of their Tender Responses. Tenderers must make their own independent assessment of this information and advice after making such investigation and taking such professional advice as they deem necessary.

### **TENDERER'S AUTHORISED REPRESENTATIVE**

All correspondence relating to this Tender will be addressed to the Tenderer's authorised representative. The authorised representative must have full authority to represent the Tenderer and (if applicable) attend any meetings on the Tenderer's behalf. It is the Tenderer's responsibility to notify the Authority of any changes to the authorised representative.

### **AVAILABILITY OF INFORMATION TO TENDERERS**

Any information additional to the ITT which the Authority deems necessary for a Tenderer to be issued with, will be sent to each Tenderer via the e-Sourcing Portal. It is the Tenderer's responsibility to notify the Authority of any change to the authorised representative's name or other contact details named in the e-Sourcing Portal. No other form of communication shall be accepted during the tender process.

### **DISQUALIFICATION OF TENDERERS**

Tenderers acting in contravention of the provisions set out in this ITT or any other information provided by the Authority, may, at the sole discretion of the Authority, be disqualified from further participation in this procurement.

### **ACCURACY OF TENDER INFORMATION AND LIABILITY**

The information contained within the ITT documentation has been prepared by the Authority in good faith but does not purport to be comprehensive or to have been independently verified. Tenderers should carry out their own due diligence checks



and verify the accuracy of the detailed information contained in the ITT. Nothing in this ITT is, or should be construed as, a promise or representation as to the future.

Tenderers should make their own enquiries and investigations of the Authority's requirements beforehand via the clarification process. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed contract.

The Authority, its directors, officers, employees, agents or advisers do not make any representation or warranty to (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to the adequacy, accuracy, reasonableness or completeness of the ITT information or any part of it (including but not limited to loss or damage arising as a result of reliance by the Tenderer on the ITT information or any part of it).

### **SMALL AND MEDIUM-SIZED ENTERPRISES**

The Authority is fully committed to supporting the Government's small and medium-sized enterprise ("SME") initiative. All Tenderers, as potential suppliers to the Authority, will also be expected to support this initiative both directly and through their supply chains.

The Authority will, when appropriate, ask for proposals as part of this ITT on how Tenderers are intending to support the SME initiative, and will also expect that any suppliers within the supply chain are paid promptly. To this end, the Authority reserves the right to validate that prompt payment is taking place.

Tenderers must also be aware that any Contract awarded by the Authority in relation to this Tender must contain clauses which require that:

a) any payment due from the Authority to the Contractor under the Contract is to be made no later than 30 days from the date on which an invoice, submitted by a Contractor, is regarded as valid and undisputed; and

b) any invoices submitted by a Contractor must be considered and verified by the Authority in a timely fashion.

In turn, any Sub-contract awarded by a Contractor must contain provisions which impose, as between the parties to the Sub-contract, requirements to the same effect as those set out above.

Suppliers to the Authority must make their own commitment on prompt payment by registering with the [Prompt Payment Code](http://www.promptpaymentcode.org.uk/)<sup>1</sup>.

### **CANVASSING**

The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such

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<sup>1</sup><http://www.promptpaymentcode.org.uk/>

### Call-Off Schedule 3 (Continuous Improvement)

conduct by a Tenderer or collaborative tenderers may attract) any Tenderer or collaborative tenderer who, in connection with this ITT:

offers any inducement, fee or reward to any representative of the Authority;

does anything which would constitute a breach of the Bribery Act 2010;

canvasses any of the persons in connection with this ITT; or

contacts any of the persons prior to conclusion of the contract with the selected tenderer about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the tenderer of such person).

### **NON-COLLUSION**

The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to them and without prejudice to any criminal liability which such conduct by a Tenderer may attract) any Tenderer who, in connection with this ITT:

fixes or adjusts the amount of their Tender by or in accordance with any agreement or arrangement with any other Tenderer or collaborative tenderer of a Tenderer (other than a member of its own collaboration or supply chain);

enters into any agreement or arrangement with any other Tenderer or collaborative tenderer of a Tenderer to the effect that they shall refrain from making a Tender or as to the amount of any Tender to be submitted;

causes or induces any person to enter such agreement as is mentioned in either paragraph 8.1.1 or 8.1.2 (Canvassing) or to inform the Tenderer or collaborative tenderer of a Tenderer of the amount or approximate amount of any rival Tender;

canvasses any of the persons referred to in paragraph 8.1.1 (Canvassing) in connection with this ITT;

offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission relating to any other Tender or proposed Tender for the procurement; or

communicates to any person other than the Authority the amount or approximate amount of its proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender).

### **RIGHT TO REJECT TENDERS**

The Authority reserves the right to reject or disqualify a Tenderer and/or its collaborative tenderers where:

### Call-Off Schedule 3 (Continuous Improvement)

a Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the submission requirements which have been notified to Tenderers;

the Tenderer and/or its collaborative tenderers are unable to satisfy the terms of Article 57 of the Public Contract Directive 2014/24/EU and Regulation 57 of the Public Contracts Regulations 2006 (as amended) at any stage during the tender process;

the Tenderer and/or its collaborative tenderers are guilty of material misrepresentation in relation to its application and/or the process;

the Tenderer and/or its collaborative tenderers contravene any of the terms and conditions of this ITT; or

there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer and/or its collaborative tenderers.

The disqualification of a Tenderer will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Tenderer may attract.

### **RIGHT TO ABANDON, CANCEL OR VARY THE PROCESS**

the Authority reserves the right;

to abandon, cancel, vary or withdraw from the tender process at any stage without incurring any liabilities including but not limited to actions, claims, costs or losses in connection with preparation and/or submission of Tenders by any potential supplier, bidder or Tenderer;

not to award a contract under this procurement process; and

to require a Tenderer and/or its collaborative tenderers to clarify their submission in writing and/or provide additional information within two working days of clarification request being made by the Authority (failure to respond adequately may result in a Tenderer not being considered for contract award).

To amend the terms and conditions of the tender process.

### **PROVISION OF ADDITIONAL INFORMATION PRE-TENDER SUBMISSION**

The Authority are relying on the information provided by Tenderers when submitting their Tender Responses (including but not limited to information concerning the collaborative tenderers and its collaborative structure). If, at any time during this tender process there are any material changes, the Tenderer must advise the Authority as soon as practicable (even if this is prior to the submission of a Tender). Upon receipt of such information, the Authority shall be entitled to revisit the

selection and/or evaluation of the Tenderer and exclude the Tenderer, if necessary, as a result of that process.

### **COLLABORATIVE TENDERERS**

The Authority requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Contractor.

For the purposes of this ITT, the following terms apply:

**Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as Contractor and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.

**Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Contractor but envisage that one of their number will be the Contractor, the remaining members of that group will be subcontractors to the Prime Contractor.

Members of each arrangement shall be referred to as collaborative tenderers.

The collaborative tenderers of any Tenderer, and the principal relationships between the collaboration, may be changed in relation to this procurement process only with the prior consent of the Authority, and subject to any replacement collaborative tenderer being satisfactorily pre-qualified by the Authority. The Authority reserves the right to take this into account when determining whether or not to continue with the evaluation of a tender, and whether or not to enter into a contract with a Tenderer, where there has been a change in the ownership of the Tenderer or any of its collaborative tenderers (direct or indirect) or a change in the principal relationships between the collaborative tenderers.

### **PENALTY CLAUSE**

The Authority reserves the right to recover any costs incurred as a result of the tender process from a Tenderer awarded the Contract who subsequently withdraws from the Contract if the reason for that withdrawal is misinformation provided by the Tenderer in the Tender Response. The costs recovered would be those associated with the cost of re-tendering for the service.

### **TRANSFER OF UNDERTAKING AND PROTECTION OF EMPLOYMENT (TUPE)**

It is the Authority's view that Transfer of Undertakings (Protection of Employment) Regulations 2006 may not apply on the commencement of the Contract. Relevant anonymised Employer Liability Information (ELI) will be provided at the ITT stage. Tenderers should seek independent professional advice on the effect of TUPE on their Tender Response. The Authority gives no assurances, warranties or assumptions as to the effect of TUPE on their Tender.

### **CONFIDENTIALITY AND FREEDOM OF INFORMATION**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not

copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Tenderers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information.

The Authority shall treat all Tenderers' Responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Authority's transparency obligations.

Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Tenderer's competitive edge, has been clearly identified to the Authority in Appendix G – Commercially Sensitive Information.

## **PUBLICITY**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the Media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

## **CONFLICTS OF INTEREST**

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

## **SECTION 3: APPENDICES**

### **APPENDIX A: STATEMENT OF REQUIREMENTS**

#### **Executive Summary**

The Care Quality Commission (CQC) is the independent regulator of health and social care in England. We make sure health and social care services provide people with safe, effective, compassionate, high-quality care and we encourage care services to improve. We do this by registering, monitoring, inspection and rating, enforcement and through the use of our independent voice.

Our workforce is made up of around 3,300 colleagues, two thirds of whom are home-based, with the remainder based in seven locations across the country. Colleagues currently work within three inspection directorates: Adult Social Care, Hospitals, and Primary Medical Services & Integrated Care, and three corporate directorates: Intelligence & Digital, Regulatory Customer & Corporate Operations, and Engagement, Policy & Strategy.

In 2021 we published our new strategy for the changing world of health and social care. The strategy aims to make our regulation more relevant to the way care is now delivered, more flexible to manage risk and uncertainty, and it will enable us to respond in a quicker and more proportionate way as the health and care environment continues to evolve.

This procurement is aimed at bringing in an agency to deliver rewritten versions of documents for us to publish as website or intranet pages. The agency would be expected to:

- Deliver clear, concise, accessible, and accurate guidance written in the templates we supply and meeting the standards we have set (which cover areas such as reading age, tone of voice and use of tables)
- Agree the new content with the named subject matter experts within CQC
- Work through a prioritised backlog of content items.

#### **The Requirement**

As an organisation, CQC has historically relied upon the use of large PDF documents when publishing long-form content on our website such as our guidance for providers. These in-depth PDFs have typically been made available accompanied by some summary text on our website.

There are several major issues associated with this approach to publication. These include:

- It encourages the design of siloed information which works on its own rather than that designed as part of a wider service.
- It encourages longer, exhaustive content over concise guidance. Every siloed PDF has its own background sections before it gets to the point.
- PDF documents cause issues for people using assistive technology, mobile devices and voice search.

#### **Website**

We are introducing clearer standards that we will expect all content intended for publication on our website to meet. These are accompanied by templates for different types of content we publish.

This work will increase the quality and clarity of the content we publish in future. But this leaves a lot of historic information that will need to be reviewed, rewritten and republished in order to make them meet the same standards.

## Call-Off Schedule 3 (Continuous Improvement)

As there are also ambitious plans for publishing new guidance, new information for the public and continuing our existing independent voice, we will need external support to meet these aims.

### Intranet

Our corporate intranet has similar issues to our website but with additional complexities caused by the use of a delegated editor model where staff across the organisation have access to manage their own pages. An even greater proportion of content on the intranet is stored in Microsoft Word and PDF documents and a vast majority of these have been produced without any work by editorial staff.

Work on a new intranet is starting but there is currently a lack of internal content design resource available to support the improvement of guidance pages for our staff. We therefore intend to use this contract to also deliver clear, concise, accessible and useful guidance for all our staff. This is likely to focus on the most commonly used pieces of guidance for all staff.

### Benefits

In completing this work, we expect to deliver the following benefits:

- Increase in provider and staff satisfaction with our guidance
- Reduction in contacts from providers and staff related to each piece of guidance
- Increase in use of our guidance.

### Cost Envelope

Cost Envelope
<b>£300,000 inclusive of VAT</b> The Contract will be awarded in accordance with best value principles. CQC is seeking the most advantageous submission that is able to demonstrate that it meets the requirements of the specification.

### Duration of Contract

Start Date	End Date	Extension Options (If Applicable)
01/07/2023	30/06/2025	

### Authority Responsibilities

#### Authority Responsibilities

The Public Information & Service Manager will act as the CQC Contract Manager and primary point of contact for the successful contractor. The contractor will also have regular contact with other members of the Public Engagement team who will draw on the service provided by the contractor.

### Supplier Responsibilities

The supplier shall:

### Call-Off Schedule 3 (Continuous Improvement)

Appoint a contract and/or a programme manager to oversee the work and liaise with/report as required to CQC's programme manager;

Agree the nature and frequency of meetings required with CQC; ensure, at a minimum, a bi-annual review of the contract performance including a 'keeping in touch' exercise, such as bi-annual meetings with CQC, to ensure that the contractor is across all the key issues of interest to CQC so that the notifications we receive are covering the correct subjects;

Perform quality assurance on all aspects of the programme;

Provide CQC with timely and ongoing evaluation and quality assurance information relating to the programme;

Provide CQC with updates on costs and progress as required.

### **Contract Management Arrangements**

There will be a clear programme plan with deliverables which will be monitored by CQC and the supplier.

Additionally, the supplier will be expected to:

Communicate and meet (e.g. online) frequently with CQC as agreed;

Work within agreed key performance indicators relating to quality, delivery of products and levels of service;

Measure performance and provision of service on an ongoing basis against specific target dates;

Provide reports on progress to the contract manager / programme manager;

Attend key meetings in person to review progress and discuss the service, as required by the contract manager / programme manager

Attend a post contract review with the CQC to review whether the objectives of the contract were met, to review the benefits achieved; and

Identify any lessons learnt for future programmes.

### Reporting

Reporting against this contract will be managed through the bi-annual meetings outlined above in the 'Supplier Responsibilities', and through any additional meetings required to support delivery of the contract via the Contract Manager.

### Exit Strategy

Incumbent contract holders will be required to cooperate with a new supplier at this end of the contract, at the request of the Contract Manager, in order to offer an orderly and smooth transition between suppliers.

The Contract Manager will hold a post-contract review meeting with the supplier at the end of the contract.

### **Key Performance Indicators (KPIs)**



### Call-Off Schedule 3 (Continuous Improvement)

Indicator	Measured by	Target	Review Frequency
Provision of services (as outlined above)	Provision of services outlined above being met	Daily or by other dates specified by CQC and agreed with the Contractor.	Ongoing
Content delivered meets CQC content standards	Reading age score Content length (reduction of original version)	Each of 10 content standards met Content length reduced by 50%	Ongoing
Content is accurate	SME sign off process	No outstanding SME concerns over style	Ongoing
Timeliness of delivery	Burn-down rate of the content backlog / number of documents delivered	Agreed schedule of content delivery is on track	Ongoing

### Milestones

The table below sets out a proposed timetable of activity. Please note that this is intended as a guide and is subject to change to ensure the greatest alignment with our transformational change programme. We will work with the successful supplier upon commencement of the contract to agree the programme for delivery.

Description	Target Date	Action to Achieve Milestone	Review Date
Kick off session with CQC and supplier teams including content designers and relevant SMEs.	<b>First week after contact starts</b>	Workshop held	<b>Monthly review</b>
Resource plan produced by supplier and agreed with CQC.	<b>First week after contact starts</b>	Plan approved	<b>Monthly review</b>
In-depth review of first three pieces of content delivered.	<b>Dependent on size of pieces but ~one month into contract</b>	Content delivered accepted as ready for publication	<b>Monthly review</b>
Progress against backlog / delivery schedule of content	<b>Monthly</b>	Signed off content delivered and ready for publication	<b>Monthly review</b>
Post contract review	<b>September 2025</b>	CQC and client to agree date, time and location.	

**APPENDIX B: DRAFT CONTRACT DOCUMENT**

This document is available on the Authority's e-Sourcing Portal.

## **APPENDIX C: QUALITY RESPONSE DOCUMENT**

### **CQC EP&S 018 – Website Content Design – Response Document (Overall Weighting = 70%)**

General information questions are asked for information purposes only and the responses will not be scored. The answers do however give the evaluation panel an overview of the organisation and its structure so it is important these are accurate and are completed in full.

This document is to allow Tenderers to respond to the Quality evaluation criteria as set out below. Please ensure you have read and fully understand the Quality requirements.

#### **Evaluation Criteria 1:**

##### **Technical Competence**

Using examples from your experience, detail your approach to writing content to meet [GOV.UK](#) or [NHS.UK](#) style guides

**Scoring mechanism:** 0 – 4 as per ITT Table 5

**Weighting/Max Score:** 10%

**Max Word Count:** Maximum 3 sides of A4 (Font Arial Font Size 11)

**Bidder Response.**



#### **Our [GOV.UK](#) and NHS experience**

Having worked on [GOV.UK](#) from its inception and helped to shape its content design principles, Scroll has a comprehensive understanding of the [GOV.UK](#) formats and style guide. In fact, we helped to develop the early content types, working with designers and developers at GDS to create smart answers, calculators and other bespoke pages on [GOV.UK](#). In addition, many current 'Scrollies' (as we refer to our content practitioners) were responsible for '2i' quality checks, and one was previously responsible for the style guide review at GDS.

### Call-Off Schedule 3 (Continuous Improvement)



CQC EP&S 018 Quality Response Document  
Page 2 of 29

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<b>Evaluation Criteria 2:</b> <b>Technical Competence</b>  Using examples from your experience, detail your approach to reducing the complexity of guidance content  <b>Scoring mechanism:</b> 0 – 4 as per ITT Table 5 <b>Weighting/Max Score:</b> 10% <b>Max Word Count:</b> Maximum 3 sides of A4 (Font Arial Font Size 11)		
<b>Bidder Response.</b>  [Redacted]  [Redacted]  [Redacted]  [Redacted]  [Redacted]  [Redacted]		

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FOR CQC USE ONLY		
<p><b>Evaluation Criteria 3:</b></p> <p><b>Technical Competence</b></p> <p>Using examples from your experience, detail your approach to reducing the length of guidance content without affecting scope.</p> <p><b>Scoring mechanism:</b> 0 – 4 as per ITT Table 5</p> <p><b>Weighting/Max Score:</b> 10%</p> <p><b>Max Word Count:</b> Maximum 3 sides of A4 (Font Arial Font Size 11)</p>		
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<b>Evaluation Criteria 5:</b>  <b>Technical Competence</b>  Using examples from your experience, detail your approach to managing sign-off of accuracy and clarity  <b>Scoring mechanism:</b> 0 – 4 as per ITT Table 5 <b>Weighting/Max Score:</b> 10% <b>Max Word Count:</b> Maximum 3 sides of A4 (Font Arial Font Size 11)		

**Bidder Response.**

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**Example of gaining approval for critical content: Department of Health and Social Care (DHSC)**

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### Call-Off Schedule 3 (Continuous Improvement)

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<b>Evaluation Criteria 6:</b> <b>Technical Competence</b> Using examples from your experience, detail your approach to timeframes for delivery. <b>Scoring mechanism:</b> 0 – 4 as per ITT Table 5 <b>Weighting/Max Score:</b> 4% <b>Max Word Count:</b> Maximum 2 sides of A4 (Font Arial Font Size 11)		



**Bidder Response.**

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**Example of using a ticketing system for large volumes of updates Department for Education (DFE)**

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### Example of using design patterns to simplify content production: UKRI

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FOR CQC USE ONLY		
<b>Evaluation Criteria 7:</b> <b>Technical Competence</b> Using examples from your experience, detail your approach to Value for money. <b>Scoring mechanism:</b> 0 – 4 as per ITT Table 5 <b>Weighting/Max Score:</b> 4% <b>Max Word Count:</b> Maximum 2 sides of A4 (Font Arial Font Size 11)		
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<b>Evaluation Criteria 8:</b> <b>Technical Competence</b>  Using examples from your experience, detail your approach to identify risks and dependencies and offered approaches to manage them.  <b>Scoring mechanism:</b> 0 – 4 as per ITT Table 5 <b>Weighting/Max Score:</b> 1% <b>Max Word Count:</b> Maximum 2 sides of A4 (Font Arial Font Size 11)		
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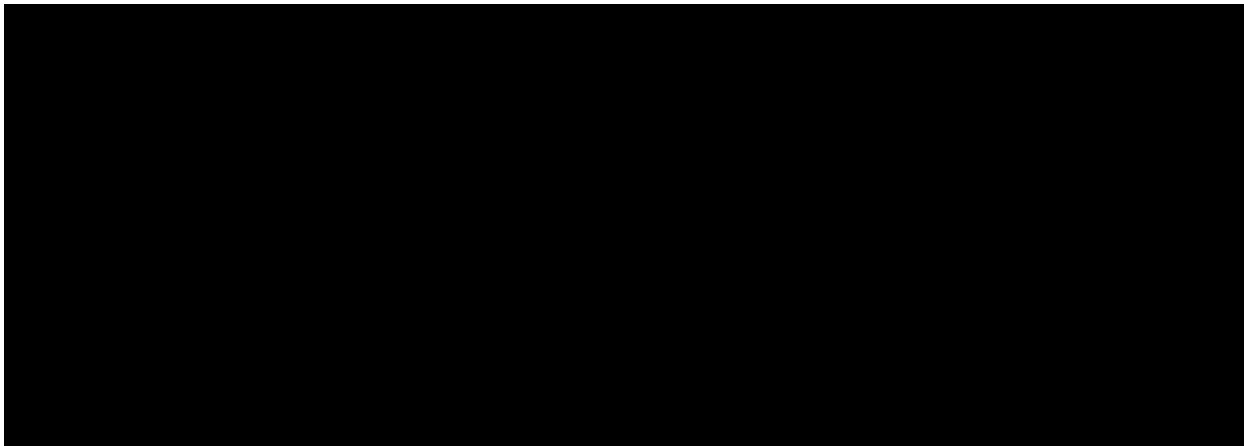
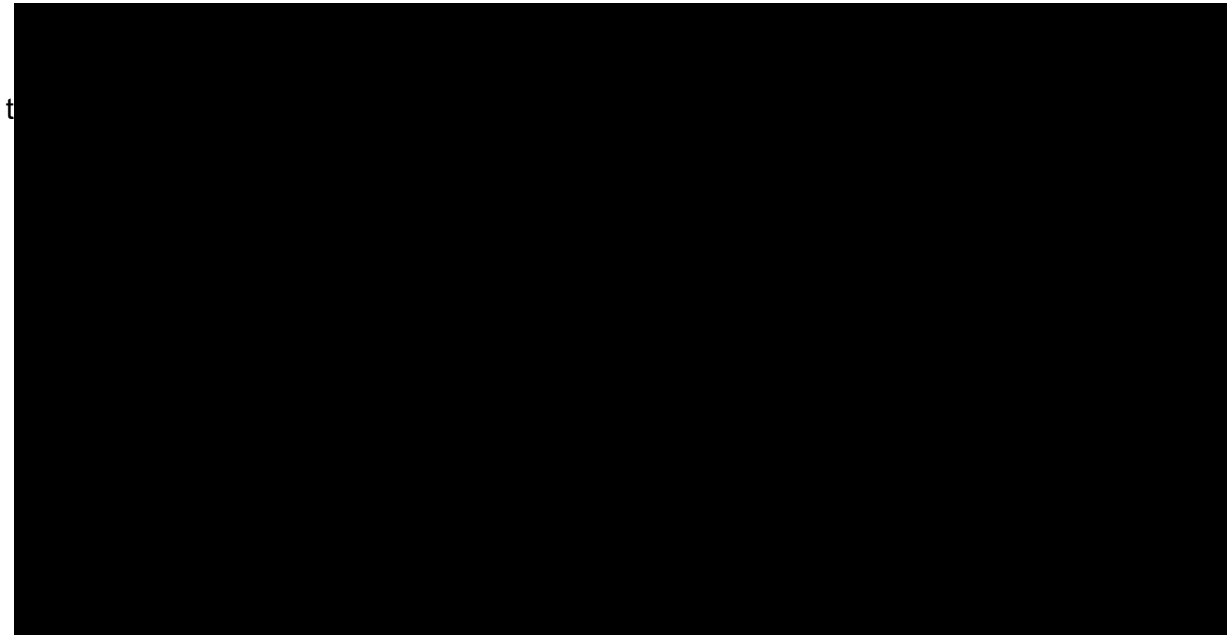
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### Project stages and timescales

#### Pre-project kick off



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<b>Evaluation Criteria 10:</b>  <b>Cultural Fit Criteria</b>  Explain your experience of demonstrating strong influencing and persuasion skills  <b>Scoring mechanism:</b> 0 – 4 as per ITT Table 5 <b>Weighting/Max Score:</b> 1% <b>Max Word Count:</b> Maximum 1 sides of A4 (Font Arial Font Size 11)	
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**Evaluation Criteria 11:**

**Cultural Fit Criteria**

Explain your approach to negotiating content changes with subject matter experts (SMEs), drawing on data and evidence to support conclusions

**Scoring mechanism:** 0 – 4 as per ITT Table 5

**Weighting/Max Score:** 1%

**Max Word Count:** Maximum 1 sides of A4 (Font Arial Font Size 11)

**Bidder Response.**

### Call-Off Schedule 3 (Continuous Improvement)

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Call-Off Schedule 3 (Continuous Improvement)

Independent Evaluation Comments	Score
FOR CQC USE ONLY	

**Evaluation Criteria 12:**

**Cultural Fit Criteria**

Explain your approach to clearly agreeing working practices, roles and responsibilities when working with SMEs and other stakeholders

**Scoring mechanism:** 0 – 4 as per ITT Table 5

**Weighting/Max Score:** 1%

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**Evaluation Criteria 13:**

**Cultural Fit Criteria**

Explain how you would manage your time effectively to deliver content on time

**Scoring mechanism:** 0 – 4 as per ITT Table 5

**Weighting/Max Score:** 1%

**Max Word Count:** Maximum 1 sides of A4 (Font Arial Font Size 11)

**Evaluation Criteria 8 Bidder Response.**

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<b>FOR CQC USE ONLY</b>	
<b>Evaluation Criteria 14:</b> <b>Cultural Fit</b>	

Explain your approach to working effectively remotely

**Scoring mechanism:** 0 – 4 as per ITT Table 5

**Weighting/Max Score:** 1%

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**Evaluation Criteria 8 Bidder Response.**

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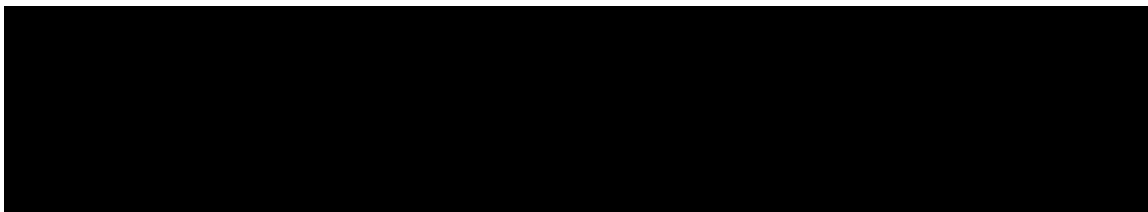
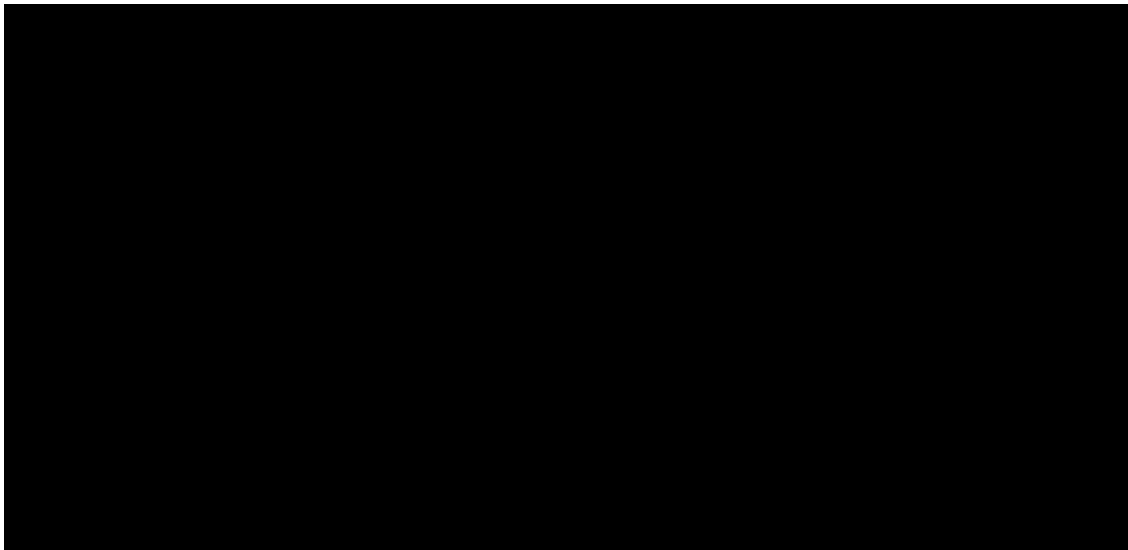
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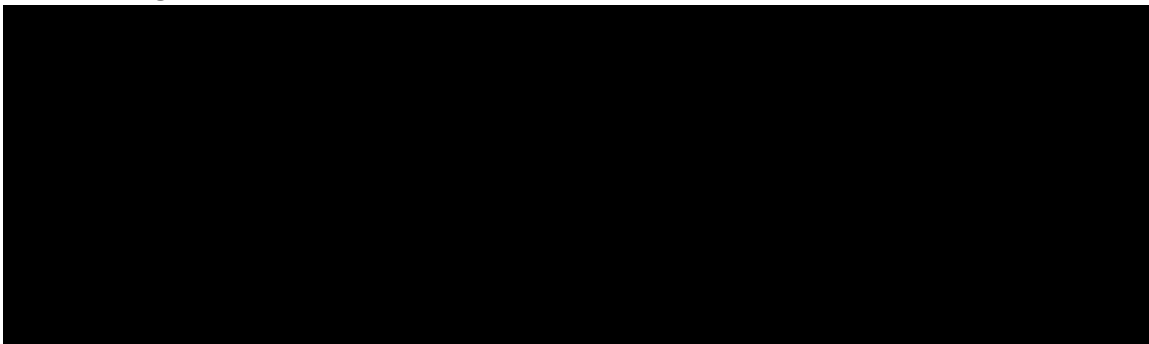
and engaged with the users. It’s challenged me on all the things I thought were important and given me another set of things to think about.”	
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<b>Evaluation Criteria 15:</b>	
<b>Social Value</b>  Social Value – What actions do you take to invest in the mental and physical wellbeing of your workforce Social Value – How do you engage with your workforce to identify the most important areas to address wellbeing? Social Value – How do you promote wellbeing through your supply chains?	
<b>Scoring mechanism:</b> 0 – 4 as per ITT Table 5	
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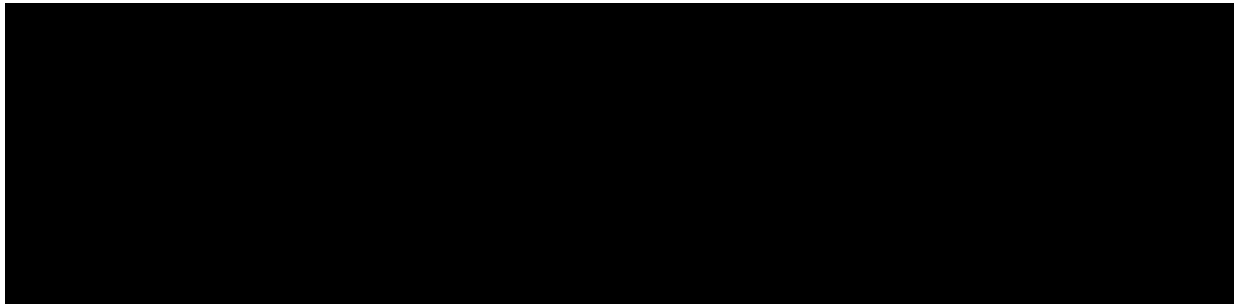


**Supporting those with additional needs**





**Wellbeing through our supply chains**



<b>Independent Evaluation Comments</b>	<b>Score</b>
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## **APPENDIX D: PRICE RESPONSE DOCUMENT**

### **CQC EP&S 018 – Price Response Document (Overall Total Weighting = 30%):**

This document should be completed and uploaded to the e-Sourcing Portal as outlined in the ITT Document.

Please complete and submit pricing table below.

**The financial evaluation for the Price Schedule will be undertaken as outlined in the ITT document and based upon the overall cost of the contract.**

The standard terms and conditions of Crown Commercial Service's Digital Outcomes and Specialists 5 (RM1043.7) will apply as a consequence of this process. For the avoidance of doubt, CQC's standard payment terms are thirty (30) days from receipt of valid and undisputed invoice:

All submissions must be based upon these terms:

All prices shall be fixed and firm for the duration of the contract;  
Include all other charges and overheads associated with the element being priced including travel and subsistence costs;  
All costs must be provided inclusive and exclusive of VAT as outlined in the table below;  
All costs must be stated in Pounds Sterling.

The maximum marks available for this part of the overall Price Evaluation will be **30** (i.e. 30% allocated to the overall financial evaluation).

The highest mark allocation will be awarded to the Tenderer submitting the lowest grand total of the costs for the services. The remaining Tenderers will receive a pro-rata mark based on the grand total of their costs for the case studies compared to the lowest grand total of the costs for the case studies.

Price Criteria will be based on the grand total of costs quoted in the Price Table against the other grand total of costs submitted using the following formula:

*(Lowest Grand Total of Costs/ Bidder's Grand Total of Costs) x max score (i.e. 30)*

The response with the overall lowest GRAND TOTAL OF COSTS will be awarded the highest score.

Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

Service Element	Cost (Excluding VAT)	Cost (including VAT)
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<b>Grand Total of Costs</b>	£249,520 for the two years	£299,424 for the two years



## **APPENDIX E: CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING**

**Instructions to Tenderers:** Please complete and sign this document and return with your Tender submission.

I/we hereby certify that I/we have not canvassed any Executive, Director, employee, representative or adviser of the Authority in connection with this Tender and the proposed award of the Contract by the Authority, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that the Authority may, in consideration of this bid, and in any subsequent actions, rely upon the statements made in this Certificate.

I/we hereby undertake that I/we will not canvass any Executive, Director, employee, representative or adviser of the Authority in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

### **Statement of Non-collusion**

The essence of the public procurement process for selective tendering for the Contract is that the Authority shall receive bona fide competitive Tenders from all Potential Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the tender process or in the event of my/our tender being successful while the resulting Contract is in force, any of the following acts:

communicate to any person, other than the Authority, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

enter into any agreement or agreements with any other person that they shall refrain from tendering to the Authority or as to the amount of any offer submitted by them; or

cause or induce any person to enter into such an agreement as is mentioned in paragraph 1 and 2 above or to inform us of the amount or the approximate amount of any rival Tender for the Contract; or

commit any offence under the Bribery Act 2010 or under Section 117 of the Local Government Act 1972; or

offer or agree to pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to

be done in relation to any other Tender or proposed Tender for the performance of the Project covered by the Tender, any act or omission as within the Bribery Act 2010.

In this Certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that the Authority may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Name of person duly authorised to sign tenders: [insert name]

---

Date: [insert date]

---

Signature: [your signature]

---

in the capacity of: [your position]

duly authorised to sign for and on behalf of: [insert Organisation name]

## **APPENDIX F: TENDER DECLARATION FORM**

**Instructions to Tenderers:** Please complete and sign this document and return with your Tender submission.

In response to the Invitation to Tender for the provision of **Website Content Design (project reference CQC EP&S 018)**, I/We, the undersigned, confirm that in submitting a tender against this contract that I/We

Undertake that this offer shall remain valid and open for acceptance for a period of 120 days from the date of submission unless specifically withdrawn in writing.

Understand that the Authority is not bound to accept any Tender it receives.

Certify that I/We have not done, and I/We will not, at any time before the notification of contract award, do any of the following:

- communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;

- enter into any agreement or arrangement with any person that he/she shall refrain from tendering or as to the amount of any tender to be submitted;

- offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word 'person' includes any persons and anybody or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

Contract and agree, on the acceptance of this tender, in whole or part, to perform the services detailed in the Specification, at the prices and terms quoted, and in accordance with the terms and conditions of the Contract.

Accept the terms and conditions of the Contract set out in the Invitation to Tender, to which this tender is my/our response, and I/we undertake to perform any contract awarded as a result of this Tender in strict conformity with those terms and conditions.

Understand that my/our responses to the questions posed in this invitation to tender including any explicit or reasonably implied undertakings, will form part of any contract subsequently entered into between myself/ourselves and Care Quality Commission.

Confirm that if our Tender is accepted we will, if required, upon demand:

- produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force;

- sign a formal contract document;

Agree that unless and until a contract is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

Certify that the information supplied is accurate to the best of my/our knowledge and I/we accept the conditions and undertakings requested in this invitation to tender. I/We understand that false information could result in my/our exclusion from further participation in this and future tender processes.

**This Tendering Declaration should be signed by a director, partner or other senior authorised representative in his/her own name and on behalf of the organisation.**

Name of person duly authorised to sign tenders: [insert name]

---

**Date:** [insert date]

---

**Signature:** [your signature]

---

in the capacity of: [your position]

duly authorised to sign for and on behalf of: [insert Organisation name]

**APPENDIX G: COMMERCIALLY SENSITIVE INFORMATION**

Please outline in this document any information you deem commercially sensitive.

INFORMATION CONSIDERED CONFIDENTIAL	REASON FOR FOIA EXEMPTION	PERIOD EXEMPTION OF COMMERCIALLY SENSITIVE INFORMATION SOUGHT (Months)

## **APPENDIX H: TENDERER CHECKLIST**

To assist in ensuring that all information has been supplied, questions have been answered and additional information included, the below checklist has been provided.

Failure to provide all the items in the following checklist may cause your Tender submission to be non-compliant and not considered.

<b>COMPLIANCE CHECKLIST</b>
<b>Please ensure that you have:</b>
Completed all questions within the Quality Response Document – <b>Appendix C</b> (Quality Envelope)
Completed all tables within the Price Response Document – <b>Appendix D</b> (Price Envelope)
Completed and signed Certification Of Non-Collusion And Non-Canvassing – <b>Appendix E</b>
Completed and signed the Tendering Declaration Form – <b>Appendix F</b>
Completed Commercially Sensitive Information Document – <b>Appendix G</b>
<b>Note: An electronic signature will be sufficient.</b>

**APPENDIX I: GLOSSARY OF TERMS**

For the purposes of this Invitation to Tender (ITT), the capitalised words and expressions that follow have the meanings set out in the following table unless the context specifically requires otherwise. It should also be noted that references to the singular include the plural and vice versa. In addition, any meanings given to words and expressions used in the contract documents shall have the same meanings in this ITT.

<b>Term</b>	<b>Definition</b>
Attachment	Means a document made available to Tenderers in relation to this Invitation to Tender via the e-Sourcing Suite.
Authorised Representative	The person or entity authorised to represent the potential tenderer in the course of submitting their Selection Questionnaire (SQ)/Invitation to Tender.
Authority or Contracting Authority	The procuring body ("Care Quality Commission" or "CQC") acting as independent regulator of all health and social care services in England. whose head office is located at City Gate, Gallowgate, Newcastle Upon Tyne, NE1 4PA.
Clarification Questions	An opportunity to make clear or to make something easier to understand.
Clarification Deadline	means the time and date set out in Procurement Timetable for the latest submission of clarification questions.
Closing date (also known as the Tender Response Deadline)	The time and date by which tender responses must be submitted and received. Tender responses submitted after the closing date will be considered as non-compliant and may not be considered by the Authority.
Collaboration	An act of working jointly.
Conflict of Interest	When an individual or organisation is involved in multiple interests, one of which could possibly corrupt the motivation for an act in the other.
Contract	Written agreement between the Authority and the Contractor consisting of these clauses and any attached schedules, except such parts as are expressly referred to elsewhere within this Contract. In the case of any discrepancy among these documents these conditions shall prevail.
Contractor	The person, firm or company with whom the Authority enters into the Contract.
Contracts Finder	An online portal where UK public sector procurement opportunities are published and advertised.
Consortium	means a group of economic operators who enters into a Consortium arrangement.

Term	Definition
Due Diligence	The performance of an investigation of a business or person prior to signing of a contract, or the performance of an act with a certain standard of care.
Economic Operator	means any person or public entity or group of such persons and entities, including any temporary association of undertakings, which offers the execution of works or a work, the supply of products or the provision of services on the market.
e-Sourcing Portal	Means the online tender management and administration system used by the Authority and which can be found at:  <a href="https://health-family.force.com/s/Welcome">https://health-family.force.com/s/Welcome</a>
Evaluation Criteria	A description of the measures, principles and procedures being used to evaluate tenderers' responses to evaluation questions.
Expressions of Interest	A published notice inviting organisations to register their interest in a tender opportunity.
FOIA / Freedom of Information Act 2000	Freedom of Information Act 2000 and any subordinate legislation made under this 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.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679), a legal framework that defines guidelines for the collection and processing of personal information of individuals within the European Union (EU). The GDPR sets out the principles for data management and the rights of the individual, while also imposing fines that can be revenue-based. GDPR covers all companies that deal with data of EU citizens.
Governance	The framework of authority and control within an organisation.
Invitation to Tender (ITT)	A formal document outlining the scope of a procurement project and providing a basis on which third parties may wish to submit a competitive tender.
Intellectual Property Rights	Patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
Intent to Submit Tender	An official indication by a potential provider that it intends to respond to the ITT.



<b>Term</b>	<b>Definition</b>
Material Misrepresentation	Deliberately hiding or falsification of a material fact which, if known to the other party, could have aborted, or significantly altered the basis of, a contract, deal, or transaction.
Mobilisation	The act of the contractor(s) marshalling and organising themselves in regard to the service in question.
Media	Includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.
Partnership	A working relationship between two or more parties as a means to win contracts that individually they may not be successful with i.e. a lack of capacity.
Potential Supplier(s) (or Bidder(s))	means the name and 'voice' of the economic operator (as defined in the Regulations) or, in the case of a Group of Economic Operators, the economic operators-members that, if awarded, will ultimately enter into a Contract Agreement with the Authority.
Prime Contractor	A business or organisation that has a contract with a Contracting Authority and has full responsibility for delivery of goods and/or services. A Prime Contractor undertakes to perform a complete contract and may employ and manage one or more sub-contractors to carry out specific parts of the contract.
Professional indemnity insurance	Insurance that covers legal liability for claims arising out of a breach of professional duty in the provision of professional services.
Public liability insurance	Insurance that covers liabilities to the public for personal injury or property damage if an organisation is found to be negligent.
Public Contracts Regulations; or the Regulations	means the Public Contracts Regulations 2015 ( <a href="http://www.legislation.gov.uk/uksi/2015/102/content/s/made">http://www.legislation.gov.uk/uksi/2015/102/content/s/made</a> ) as amended from time to time.
Services	means the Services that will be provided by the Contractor to the Authority, as set out in the Statement of Requirements.
Statement of Requirements	Description of the Services to be supplied under the Contract as set out in the Statement of Requirements Schedule including, where appropriate, the Key Personnel, the Premises and the Quality Standards.
Standstill	Period of time which must elapse between the written communication of the award decision to all tenders and contract commencement.

Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

Term	Definition
Sub-contractor	Any person, firm or company under the Contract to the Contractor (of any tier) to perform work or provide professional services and/or supply goods and includes any other person or persons taken as a partner or director by such person, firm or company during the currency of the Contract and the surviving member or members of any such firm or company.
Tender Response(s)	The document(s) submitted by the Contractor to the Authority in response to the Authority's invitation to suppliers for formal offers to supply it with the Services.
Tenderer	The Potential Supplier is known as the tenderer once a formal compliant tender submission has been made to CQC.

## Call-Off Schedule 5 (Pricing Details and Expenses Policy)

### 1 Call-Off Contract Charges

#### 1.1 The Supplier shall provide:

- 1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables in accordance with the Buyer's Statement of Requirements.
- 1.1.2 for each individual Statement of Work (SOW), the applicable Charges, calculated in accordance with the charging methods detailed in the Order Form and using all of the following:
  - (a) the agreed rates for Supplier Staff and/or facilities (which are exclusive of any applicable expenses and VAT) incorporated into the Call-Off Contract;
  - (b) the number of Work Days, or pro rata for every part of a Work Day (see Paragraph 1.2 of Framework Schedule 3 (Framework Pricing)), that Supplier Staff and/or facilities will be required to provide the Deliverables and to meet the tasks sets out in the SOW between the SOW Start Date and SOW End Date; and
  - (c) except in the case of Lot 3 (User Research Studios), a contingency margin of up to 20% of the SOW value ("**Contingency Margin**") applied to the sum calculated on the basis of (a) and (b), to accommodate any changes to the SOW Deliverables during the SOW Start Date and SOW End Date. The Supplier must (i) explain the reasons for its proposed use of, and (ii) obtain the Buyer's Approval before applying, any amount of the Contingency Margin.

#### 1.2 Further to Paragraph 1.5 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable);
- the agreed day rate for each Supplier Staff;
- any expenses charged for each Work Day for each Supplier Staff, which must be in accordance with the Buyer's expenses policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

#### 1.3 If a Capped or Fixed Price has been agreed for a particular SOW:

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.

## Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

- 1.4 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges:

Fixed price

Cost Envelope
<b>£300,000 inclusive of VAT</b> The Contract will be awarded in accordance with best value principles. CQC is seeking the most advantageous submission that is able to demonstrate that it meets the requirements of the specification.

## Annex 1 (Expenses Policy)

None

## Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

### 1 Definitions

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

Term	Definition
<b>Buyer Property</b>	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
<b>Buyer Software</b>	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
<b>Buyer System</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
<b>Commercial off the shelf Software or COTS Software</b>	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
<b>Defect</b>	<p>any of the following:</p> <p>any error, damage or defect in the manufacturing of a Deliverable; or</p> <p>any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</p> <p>any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or</p> <p>any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;</p>
<b>Emergency Maintenance</b>	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

<b>ICT Environment</b>	the Buyer System and the Supplier System;
<b>Licensed Software</b>	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
<b>Maintenance Schedule</b>	has the meaning given to it in paragraph 8 of this Schedule;
<b>Malicious Software</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>New Release</b>	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
<b>Open Source Software</b>	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
<b>Operating Environment</b>	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:  the Deliverables are (or are to be) provided; or  the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or  where any part of the Supplier System is situated;
<b>Permitted Maintenance</b>	has the meaning given to it in paragraph 8.2 of this Schedule;
<b>Quality Plans</b>	has the meaning given to it in paragraph 6.1 of this Schedule;
<b>Sites</b>	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
<b>Software</b>	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
<b>Software Supporting Materials</b>	has the meaning given to it in paragraph 9.1 of this Schedule;
<b>Source Code</b>	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

<b>Specially Written Software</b>	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and
<b>Supplier System</b>	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

### **When this Schedule should be used**

This Schedule is designed to provide additional provisions on Intellectual Property Rights for the Digital Deliverables.

### **Buyer due diligence requirements**

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

suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;

operating processes and procedures and the working methods of the Buyer;

ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and

existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

The Supplier confirms that it has advised the Buyer in writing of:

each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;

the actions needed to remedy each such unsuitable aspect; and

a timetable for and the costs of those actions.

The Supplier undertakes:

and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in each Statement of Work; and

to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

### **Licensed software warranty**

The Supplier represents and warrants that:

it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are

## Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;

all components of the Specially Written Software shall:

be free from material design and programming errors;

perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and

not infringe any IPR.

### **Provision of ICT Services**

The Supplier shall:

ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

ensure that the Supplier System will be free of all encumbrances;

ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;

minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

### **Standards and Quality Requirements**

The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:

be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.



## ICT Audit

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

## Maintenance of the ICT Environment

If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.

The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

## Intellectual Property Rights

### Assignments granted by the Supplier: Specially Written Software

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

the Documentation, Source Code and the Object Code of the Specially Written Software;  
and

all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

The Supplier shall:

inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;

deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is

reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

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

#### **Licences for non-COTS IPR from the Supplier and third parties to the Buyer**

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

of its own Existing IPR that is not COTS Software;

third party software that is not COTS Software

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

Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

#### **Licenses for COTS Software by the Supplier and third parties to the Buyer**

The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than

those standard commercial terms on which such software is usually made commercially available.

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

Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

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

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

will no longer be made commercially available

**Buyer's right to assign/novate licences**

The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

a Central Government Body; or

to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

**Licence granted by the Buyer**

The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

**Open Source Publication**

Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

suitable for publication by the Buyer as Open Source; and

based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

The Supplier hereby warrants that the Specially Written Software and the New IPR:

are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

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have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

do not contain any material which would bring the Buyer into disrepute;

can be published as Open Source without breaching the rights of any third party;

will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

do not contain any Malicious Software.

Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

### **Malicious Software**

The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

### **IPR asset management**

The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:

where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.

where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.

The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.

The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.

The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

## Call-Off Schedule 7 (Key Supplier Staff)

### Key Supplier Staff

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 and the Statement of Work lists the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the SOW Start Date.

The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

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.

The Supplier shall not remove or replace and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

The Supplier shall:

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);

ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

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;

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;

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;

on written request from the Buyer, provide a copy of the contract of employment or engagement (between the Supplier and Supplier Staff) for every member of the Supplier Staff made available to the Buyer under the Call-Off Contract when providing Deliverables under any Statement of Work

on written request from the Buyer, provide details of start and end dates of engagement for all Key Staff filling Key Roles under any Statement of Work

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)

### Definitions

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

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

### BCDR Plan

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.

Within ten (10) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:

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

the recovery of the Deliverables in the event of a Disaster

The BCDR Plan shall be divided into three sections:

Section1 which shall set out general principles applicable to the BCDR Plan;

Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and

Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

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.

### **General Principles of the BCDR Plan (Section 1)**

Section 1 of the BCDR Plan shall:

set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

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;

contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

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;

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;

contain a risk analysis, including:

failure or disruption scenarios and assessments of likely frequency of occurrence;

identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

a business impact analysis of different anticipated failures or disruptions;

provide for documentation of processes, including business processes, and procedures;

set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

identify the procedures for reverting to "normal service";

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;

identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

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.

The BCDR Plan shall be designed so as to ensure that:

the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

the adverse impact of any Disaster is minimised as far as reasonably possible;

it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

It details a process for the management of disaster recovery testing.



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.

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.

### **Business Continuity (Section 2)**

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:

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

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.

The Business Continuity Plan shall:

address the various possible levels of failures of or disruptions to the provision of Deliverables;

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;

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

set out the circumstances in which the Business Continuity Plan is invoked.

### **Disaster Recovery (Section 3)**

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.

The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

loss of access to the Buyer Premises;

loss of utilities to the Buyer Premises;

loss of the Supplier's helpdesk or CAFM system;

loss of a Subcontractor;

emergency notification and escalation process;

contact lists;

staff training and awareness;

BCDR Plan testing;

post implementation review process;

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;

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;

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

testing and management arrangements.

### **Review and changing the BCDR Plan**

The Supplier shall review the BCDR Plan:

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

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

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.

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.

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.

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.

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.

### **Testing the BCDR Plan**

The Supplier shall test the BCDR Plan:

regularly and in any event not less than once in every Contract Year;

in the event of any major reconfiguration of the Deliverables;

at any time where the Buyer considers it necessary (acting in its sole discretion).

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.

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.

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.

The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

the outcome of the test;

any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test;  
and

the Supplier's proposals for remedying any such failures.

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.

### **Invoking the BCDR Plan**

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.

### **Circumstances beyond your control**

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

## Call-Off Schedule 9 (Security)

### Part A: Short Form Security Requirements

#### Definitions

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

Term	Definition
<b>Breach of Security</b>	<p>the occurrence of:</p> <p>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>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>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; and</p>
<b>Security Management Plan</b>	<p>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>

#### Complying with security requirements and updates to them

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.

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.

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

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.

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.

## **Security Standards**

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.

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

is in accordance with the Law and this Contract;

as a minimum demonstrates Good Industry Practice;

meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

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.

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.

## **Security Management Plan**

### **Introduction**

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.

### **Content of the Security Management Plan**

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.

### **Development of the Security Management Plan**

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.

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.

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.

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.

### **Amendment of the Security Management Plan**

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.

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.

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.

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.

### **Security breach**

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.

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:

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.

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.

### **Data security**

The Supplier will ensure that any system on which the Supplier holds any Government Data will be accredited as specific to the Buyer and will comply with:

- the government security policy framework and information assurance policy;

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guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and  
the relevant government information assurance standard(s).

Where the duration of a Call-Off Contract exceeds one (1) year, the Supplier will review the accreditation status at least once each year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Government Data. If any changes have occurred then the Supplier agrees to promptly re-submit such system for re-accreditation.



## Call-Off Schedule 10 (Exit Management)

### Definitions

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

Term	Definition
<b>Exclusive Assets</b>	Supplier Assets used exclusively by the Supplier <b>or a Key Subcontractor</b> in the provision of the Deliverables;
<b>Exit Information</b>	has the meaning given to it in Paragraph 3.1 of this Schedule;
<b>Exit Manager</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>Exit Plan</b>	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
<b>Net Book Value</b>	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);
<b>Non- Exclusive Assets</b>	those Supplier Assets used by the Supplier <b>or a Key Subcontractor</b> in connection with the Deliverables but which are also used by the Supplier <b>or Key Subcontractor</b> for other purposes;
<b>Registers</b>	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
<b>Replacement Goods</b>	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;
<b>Replacement Services</b>	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;
<b>Termination Assistance</b>	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;
<b>Termination Assistance Notice</b>	has the meaning given to it in Paragraph 5.1 of this Schedule;
<b>Termination Assistance Period</b>	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;

<b>Transferable Assets</b>	Exclusive Assets which are capable of legal transfer to the Buyer;
<b>Transferable Contracts</b>	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;
<b>Transferring Assets</b>	has the meaning given to it in Paragraph 8.2.1 of this Schedule; and
<b>Transferring Contracts</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

### **Supplier must always be prepared for Contract exit and SOW exit**

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

During the Contract Period, the Supplier shall promptly:

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

create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables which will be stored in the Deliverables IPR asset management system which includes all Document and Source Code repositories.

("Registers").

The Supplier shall:

ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

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.

Each Party shall appoint an Exit Manager within three (3) Months of the Call-Off Contract Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of each SOW and this Contract.

### **Assisting re-competition for Deliverables**

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

## Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence whether this is in relation to one or more SOWs or the Call-Off Contract. (the **"Exit Information"**).

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.

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).

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.

### **Exit Plan**

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

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.

The Exit Plan shall set out, as a minimum:

- a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to SOW Exit Plan provisions to be updated and incorporated as part of the SOW;

- how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

- 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;

- 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;

- 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;

- proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

- proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

- proposals for the disposal of any redundant Deliverables and materials;

- how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

- any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

The Supplier shall:

maintain and update the Exit Plan (and risk management plan) no less frequently than:

- prior to each SOW and no less than every [**six (6) months**] throughout the Contract Period; and

- no later than [**twenty (20) Working Days**] after a request from the Buyer for an up-to-date copy of the Exit Plan;

- 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;

- 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

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

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.

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

### **Termination Assistance**

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, in the case of the Call-Off Contract and each SOW (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:

- the nature of the Termination Assistance required; and

- 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.

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:

- no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

- 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.

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

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).

## **Termination Assistance Period**

Throughout the Termination Assistance Period the Supplier shall:

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;

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;

use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels or KPIs, the provision of the Management Information or any other reports or to any other of the Supplier's obligations under this Contract;

at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

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.

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 or KPIs, the Parties shall vary the relevant Service Levels and/or the KPIs accordingly.

## **Obligations when the contract is terminated**

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

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:

vacate any Buyer Premises;

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;

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:

such information relating to the Deliverables as remains in the possession or control of the Supplier; and

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.

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.

### **Assets, Sub-contracts and Software**

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

terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

(subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

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:

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

which, if any, of:

the Exclusive Assets that are not Transferable Assets; and

the Non-Exclusive Assets,

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

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.

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.

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.

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:

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

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

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.

The Buyer shall:

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

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.

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.

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.

### **No charges**

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.

### **Dividing the bills**

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:

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

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

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

## Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

### SECTION 1: SERVICE LEVELS

#### Definitions

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

Term	Definition
<b>Critical Service Level Failure</b>	has the meaning given to it in the Order Form;
<b>Service Level Failure</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>Service Level Performance Measure</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>Service Level Threshold</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

#### What happens if you don't meet the Service Levels

The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule.

The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards.

#### Critical Service Level Failure

On the occurrence of a Critical Service Level Failure the Buyer shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

#### Part A: Service Levels

##### Service Levels

If the level of performance of the Supplier:



## Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

is likely to or fails to meet any Service Level Performance Measure; or

is likely to cause or causes a Critical Service Failure to occur,

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

require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

instruct the Supplier to comply with the Rectification Plan Process; and/or

if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

### **Buyer redress for failure to provide Services at or above Service Levels**

The Buyer may ask for a Rectification Plan if the Supplier fails to meet [any][OR][Insert Number] of the Service Levels ("Default") within Section 1 (Service Levels) in any 12-Month rolling period.

This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the Service Levels. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

### **Annex A to Part A: Services Levels Table**

**[Guidance Note:** The following are included by way of example only. Procurement-specific Service Levels should be incorporated]

<b>Service Level Performance Criterion</b>	<b>Key Indicator</b>	<b>Service Level Performance Measure</b>	<b>Service Level Threshold</b>	<b>Buyer redress for Failure to provide Services at or above Service Levels</b>
Accurate and timely billing of Buyer	Accuracy /Timelines	at least 98% at all times	100%	Subject to Call-Off Schedule 10 (Rectification Plan)
Access to Buyer support	Availability	at least 98% at all times	100%	Subject to Call-Off Schedule 10 (Rectification Plan)

## **Part B: Performance Monitoring**

### **Performance Monitoring and Performance Review**

Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

a summary of all failures to achieve Service Levels that occurred during that Service Period; details of any Critical Service Level Failures;

for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and

such other details as the Buyer may reasonably require from time to time.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;

be attended by the Supplier's Representative and the Buyer's Representative; and

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.

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.

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 for any specified Service Period.

### **Satisfaction Surveys**

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

## SECTION 2: BALANCED SCORECARD

### Balanced Scorecard

As an alternative to or in addition to Service Levels (under Section 1 above) and the Supplier's performance management obligations under the Framework Contract, the Buyer and Supplier may agree to follow the Balanced Scorecard and key performance indicators ("KPIs") for a Call-Off Contract and one or more of its Statements of Work.

[Insert supplier name]:

#### A. KPI: Performance to pay process

In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':

- accurate and complete timesheets in a timely manner
- accurate and complete acceptance certificates in a timely manner
- accurate and complete supplier reports in a timely manner
- accurate and complete invoices in a timely manner

#### Measurement

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates <ul style="list-style-type: none"><li>Inputs are incomplete or inaccurate</li></ul>	Inputs are later than 5 working days in the prescribed performance to pay process Inputs contain significant errors

**Source:** Supplier Reports/Invoices

**Owner:** To be agreed

#### B. KPI: People (resourcing)

Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations. The supplier pro-actively manages their resource skills or state of facilities by identifying issues early, and in a timely fashion, addressing any deficits.

#### Measurement

Met	Partially met	Not met
Targets met for all resources or facilities	Targets met for most (50%+) resources or facilities through no fault of the Buyer	Targets missed for most resources or facilities requested through no fault of the Buyer

**Source:** Project Managers and wider Buyer Team's verification

**Owner:** To be agreed

### C. KPI: Partnering behaviours and added value

Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel or facilities.

#### Measurement

Met	Partially met	Not met
<p>No behavioural problems identified</p> <p>Buyer workshops attended and positive contributions made</p> <p>Added value recognised by the programme above provision of compensated skilled resource/facilities</p>	<p>Some minor behavioural problems</p> <p>Supplier only attends some workshops or provides minor contributions</p> <p>Supplier adds some value above provision of compensated resource and facilities, but this is not regarded as significant</p>	<p>Significant behavioural problems</p> <p>Supplier contributions are rare or insignificant and shows little interest in working with other suppliers</p> <p>No added value contributions recognised by the Programme</p>

**Source:** Collective feedback on suppliers from both Buyer and other supplier staff

**Owner:** To be agreed

### D. KPI: People in place (Delivery)

All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.

#### Measurement

Met	Partially met	Not met
<p>No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required</p> <p>No problems identified with quality of work or state of facility</p> <p>Supplier is making positive team contributions</p> <p>Supplier skills or facilities meet the standards expected</p>	<p>Minor issues noted with quality of work or standard of facilities</p> <p>Few contributions made within team</p>	<p>Resource is swapped out from project due to deficiency in skill-set or change of facility is required</p> <p>Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one month to another)</p> <p>Significant issue with quality of work or facility noted in a month</p>

**Source:** Project manager and wider buyer team

**Owner:** To be agreed

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

The purpose of the Balanced Scorecard is to promote contract management activity through measurement of the Supplier's performance against KPIs. The Buyer and Supplier shall agree the content of the Scorecard before the Call-Off Contract Start Date including the Material KPIs as defined in Framework Schedule 4 (Framework Management). Targets and measures to be listed in the Scorecard (example above for guidance only) should be tailored to meet the Buyer's needs and the Supplier's competences.

The recommended process for using the Balanced Scorecard is as follows:

- the Buyer and Supplier agree a template Balanced Scorecard together with a performance management plan which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
- on a pre-agreed schedule (for example, Monthly) both the Buyer and the Supplier provide a rating on the Supplier's performance
- following the initial rating, both Parties meet to review the scores and agree an overall final score for each KPI
- following agreement of final scores, the process is repeating as per the agreed schedule

### **Buyer redress for failure to provide Services at or above Service Levels**

The Buyer may ask for a Rectification Plan if the Supplier:

fails to meet **[any][OR][Insert Number]** of the key performance indicators ("KPIs") listed within Section 2 (Balanced Scorecard) ("a Default") on at least **[3]** occasions within a 12-Month rolling period

demonstrates poor performance of a Call-Off Contract or any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the **[4]** KPI targets listed on the Balanced Scorecard, on at least **[2]** occasions within a **[Call-Off Contract duration][or][Statement of Work duration]**, or within a period of 3 Months (whichever is the earlier)

This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the KPI targets. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

### **Performance Monitoring and Performance Review**

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 in the Balanced Scorecard will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant KPIs just ended:

- for each KPI, the actual performance achieved over the relevant period;
- a summary of all failures to achieve KPIs that occurred during that period;
- details of any failures of KPIs across one or more SOW;

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and

such other details as the Buyer may reasonably require from time to time.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;

be attended by the Supplier's Representative and the Buyer's Representative; and

be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified period.

## **Call-Off Schedule 15 (Call-Off Contract Management) [Optional]**

### **Definitions**

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

<b>Term</b>	<b>Definition</b>
<b>Operational Board</b>	the board established in accordance with paragraph 4.1 of this Schedule; and
<b>Project Manager</b>	the manager appointed in accordance with paragraph 2.1 of this Schedule.

### **Project Management**

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

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

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

### **Role of the Supplier Contract Manager**

The Supplier's Contract Manager's shall be:

the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

able to cancel any delegation and recommence the position himself; and

replaced only after the Buyer has received notification of the proposed change.

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

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

### **Role of the Operational Board**

The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not

to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

### **Contract Risk Management**

Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

the identification and management of risks;

the identification and management of issues; and

monitoring and controlling project plans.

The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer's and the Supplier have identified.



## **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.

### **Worker Engagement Route (including IR35 status)**

Where the Buyer has assessed its requirement is for resource, the IR35 status of the Key Roles must be detailed in the Specification.

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

**Call-Off Schedule 21 (Northern Ireland Law) – NOT USED**

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

**Call-Off Schedule 25 (Ethical Walls Agreement) – NOT USED**

## Call-Off Schedule 26 (Cyber Essentials Scheme)

### 1 Definitions

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

Term	Definition
<b>Cyber Essentials Scheme</b>	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme are at: <a href="https://www.cyberessentials.ncsc.gov.uk/">https://www.cyberessentials.ncsc.gov.uk/</a> ;
<b>Cyber Essentials Basic Certificate</b>	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
<b>Cyber Essentials Certificate</b>	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Order Form;
<b>Cyber Essential Scheme Data</b>	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
<b>Cyber Essentials Plus Certificate</b>	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

### 2 What Certification do you need

- 2.1 Where the Order Form requires that the Supplier provide a Cyber Essentials Certificate or Cyber Essentials Plus Certificate prior to commencing the provision of Deliverables the Supplier shall provide a valid Cyber Essentials Certificate or Cyber Essentials Plus Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under the Call-Off Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to process data during the Call-Off Contract Period the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
- 2.3 In the event that the Supplier fails to comply with Paragraph 2.1 or 2.2, the Buyer reserves the right to terminate the Call-Off Contract for material Default.
- 2.4 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under the Call-Off Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

2.5 This Schedule shall survive termination of each and any Call-Off Contract.



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