

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

### **Order Form**

CALL-OFF REFERENCE:	<b>C214262</b>
THE BUYER:	<b>The Secretary of State for Health and Social Care, as part of the Crown through the UK Health Security Agency</b>
BUYER ADDRESS	<b>10 South Colonnade, Canary Wharf, E14 5EA</b>
THE SUPPLIER:	<b>DGP Intelsius</b>
SUPPLIER ADDRESS:	<b>1 Harrier Court. Airfield Business Park, Elvington YORK YO41 4EA</b>
REGISTRATION NUMBER:	<b>03517171</b>
DUNS NUMBER:	<b>235180838</b>
SID4GOV ID:	<b>N/A</b>

### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 27<sup>th</sup> September 2023

It's issued under the Framework Contract with the reference number **RM6282** for the provision of Storage, Distribution, Kitting and Associated Services

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**CALL-OFF LOT(S):**

<b>Lot Number</b>	<b>Lot Description</b>	<b>Call-Off Schedule</b>	<b>Relevant (Yes / No)</b>
1a	International Warehousing Services	24	
1b	Air Freight and Air Charter Services	25	
1c	Rail Freight Services	26	
1d	Road Freight Services	27	
1e	Sea Freight Services	28	
2	Quality Control		
3a	Storage Services	29	
<b>3b</b>	<b>Kitting and Fulfilment Services</b>	<b>30</b>	<b>Yes</b>
3c	Transport and Distribution Services	31	
4a	Residential Collections and Drop Off Points	32	
4b	Specialist Collection and Delivery Services	32	
5	Disposal and Recycling Services		
6	Print Services	33	
7a	Cardboard Packaging		
7b	Corrugated Packaging		
7c	Plastic and Security Packaging		
7d	Medical Packaging		

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**CALL-OFF INCORPORATED TERMS**

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6282**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6282**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 13 (Continuous Improvement)
    - Joint Schedule 14 (Benchmarking)
  - Call-Off Schedules
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 30 (Kitting and Fulfilment)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) **RM6282**
7. Call-Off Schedule 4 (Call-Off Tender)

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

**CALL-OFF SPECIAL TERMS**

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

**Special Term 1: Contract Value** – This Call-Off Contract is up to the value of £1,572,066 (exclusive of VAT). The value is indicative and does not represent any commitment or

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guarantee by The Authority of the spent under this contract. The Contractor shall be paid by The Authority on successful delivery of the deliverables.

**Special Term 2: Supplier as a Data Processor** – Personal data such as names, addresses, contact details and associated data in relation to management and operation of this Call-Off Contract may be shared. The Supplier and its Sub-contractor must ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event.

CALL-OFF START DATE:	<b>As per the date of last signatory to this contract</b>
CALL-OFF EXPIRY DATE:	<b>1/12/2026</b>
CALL-OFF INITIAL PERIOD:	<b>3 YEARS</b>
EXTENSION OPTION:	<b>12 months, and further 12 months (1+1 year)</b>

**CALL-OFF DELIVERABLES**

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

**MAXIMUM LIABILITY**

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

**CALL-OFF CHARGES**

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

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

The payment method for this Call-Off Contract is BACS.

The Supplier will issue electronic invoices. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

**BUYER'S INVOICE ADDRESS:**

All Invoices will be sent to: [payables@ukhsa.gov.uk](mailto:payables@ukhsa.gov.uk)

UKHSA Billing Address: Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG,  
UKHSA VAT No: GB888851648

Order Number and Date must be quoted on Invoices, Delivery Notes, and any other correspondence.

**BUYER'S AUTHORISED REPRESENTATIVE**

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**BUYER'S ENVIRONMENTAL POLICY**

Available online at: <https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement>

**BUYER'S SECURITY POLICY**

Available online at: <https://www.gov.uk/government/publications/security-policy-framework>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

1 Harrier Court. Airfield Business Park, Elvington YORK YO41 4EA

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

1 Harrier Court. Airfield Business Park, Elvington YORK YO41 4EA

**PROGRESS REPORT FREQUENCY**

To be determined at mobilisation.

**PROGRESS MEETING FREQUENCY**

Monthly on the first Working Day of each quarter

**KEY STAFF**

[REDACTED]

[REDACTED]

[REDACTED]

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**KEY SUBCONTRACTOR(S)**

Details to be confirmed.

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable



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**SERVICE CREDITS**

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

**ADDITIONAL INSURANCES**

Not applicable

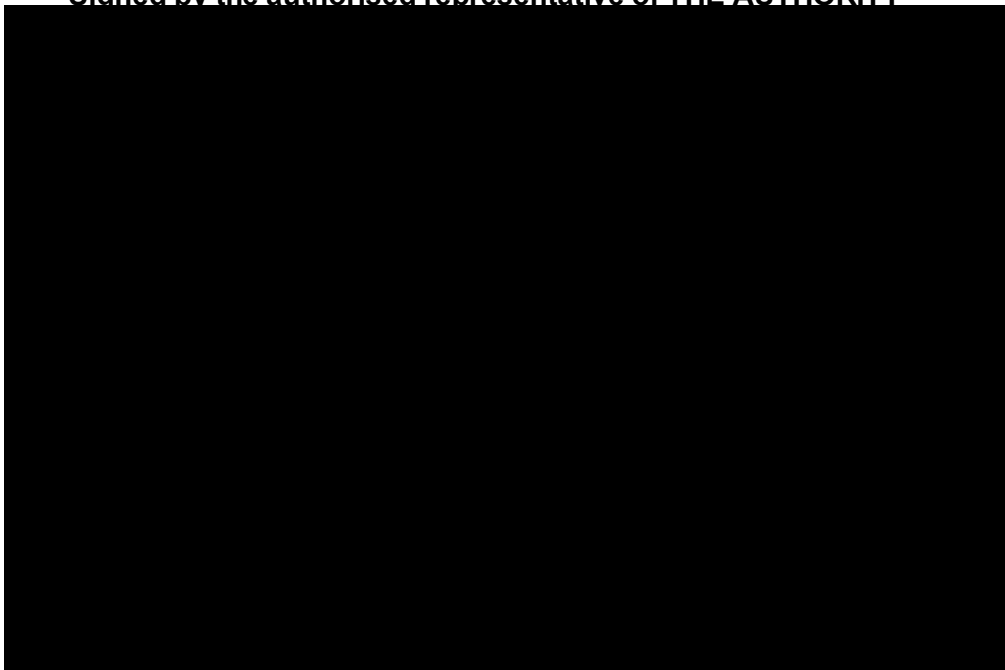
**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

**Signed by the authorised representative of THE AUTHORITY**



Date Signed: 16/11/2023

## **Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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## **Call-Off Schedule 1 (Transparency Reports)**

- 1.1. The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2. Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) 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.

**Call-Off Schedule 1 (Transparency Reports)**

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**Annex A: List of Transparency Reports**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Performance	As agreed by both parties in line with the Framework Agreement.  Regular review meetings to be organised between the Supplier and UK HSA. Management information and reporting on the orders and projects will be discussed in this meeting as well as the key performance indicators.		
Call-Off Contract Charges	As agreed by both parties in line with the Framework Agreement.  Regular review meetings to be organised between the Supplier and UK HSA. Management information and reporting on the orders and projects will be discussed in this meeting as well as the key performance indicators.		
Key Subcontractors	As agreed by both parties in line with the Framework Agreement.  Regular review meetings to be organised between the Supplier and UK HSA. Management information and reporting on the orders and projects will be discussed in this meeting as well as the key performance indicators.		
Technical	As agreed by both parties in line with the Framework Agreement.  Regular review meetings to be organised between the Supplier and UK HSA. Management information and reporting on the orders and projects will be discussed in this meeting as well as the key performance indicators.		
Performance management	As agreed by both parties in line with the Framework Agreement.  Regular review meetings to be organised between the Supplier and UK HSA. Management information and reporting on the orders and projects will be discussed in this meeting as well as the key performance indicators.		

**Call-Off Schedule 5 (Pricing Details)**

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**Call-Off Schedule 5 (Pricing Details)**

<b>Lot Number</b>	<b>Lot Description</b>	<b>Call-Off Schedule</b>
3b	Kitting and Fulfilment Services	30

## Lot 3b Kitting and Fulfilment Services – Pricing Matrix for DGP Intelsius

<b>Kit reference</b>	<b>Description</b>	<b>Price per kit</b>
Kit 1	Measles, Mumps, and Rubella (MMR)	£ [REDACTED]
Kit 2	MMR - Urgent Measles Kit	£ [REDACTED]
Kit 3	Pertussis	£ [REDACTED]
Kit 4	Hepatitis A	£ [REDACTED]
Kit 5	Hepatitis B Adults	£ [REDACTED]
Kit 6	Hepatitis B antenatal	£ [REDACTED]
Kit 7	Hepatitis B PATHWAY BIRTH BOX	£ [REDACTED]
Kit 8	Hepatitis B DBS	£ [REDACTED]
Kit 9	Rash Surveillance	£ [REDACTED]
Kit 10 - Consensus kits	Consensus Kit - Box 1 and Box 2	£ [REDACTED]
Kit 11 - Unlinked Anonymous Monitoring Kits	Anonymous Monitoring Kits	£ [REDACTED]
Return Label Postage per kit (Tracked 24)	Pre-paid postage label to be included in each kit where required  Where tests are not returned to the corresponding Laboratory there will be no charge.	£ [REDACTED]

The pricing for the specified items shall be as detailed in the pricing matrix. For all other items not specifically listed in the matrix attached hereto, the prices outlined in the framework price list shall apply, unless otherwise specified in this contract.

**Call-Off Schedule 5 (Pricing Details)**

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Price per kit includes:

- Fulfilment to an instructed address on a next day delivery between 8am and no later than 5pm. This includes pick-up and delivery from the potential supplier warehouse to a UK address.
- Overheads, set up and implementation costs

**Call-Off Schedule 5 (Call-Off Pricing)**  
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Call-Off Schedule 7 (Key Supplier Staff)  
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## Call-Off Schedule 7 (Key Supplier Staff)

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

Call-Off Schedule 7 (Key Supplier Staff)  
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competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.



**Call-Off Schedule 9 (Security)**

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## Call-Off Schedule 9 (Security)

### Part A: Short Form Security Requirements

#### 1. Definitions

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

**"Breach  
Security"**

**of** the occurrence of:

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

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

**"Security  
Management Plan"**

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

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

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), Crown Commercial Service shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken 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.

### **Call-Off Schedule 9 (Security)**

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

### **3. Security Standards**

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

### **4. Security Management Plan**

#### **4.1 Introduction**

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

## **Call-Off Schedule 9 (Security)**

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

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

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

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

**Call-Off Schedule 9 (Security)**

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

**4.4 Amendment of the Security Management Plan**

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- a) emerging changes in Good Industry Practice;
  - b) any change or proposed change to the Deliverables and/or associated processes;
  - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
  - d) any new perceived or changed security threats; and
  - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;
  - b) updates to the risk assessments; and
  - c) suggested improvements in measuring the effectiveness of controls.

**Call-Off Schedule 9 (Security)**

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- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

**5. Security breach**

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
  - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
    - a) minimise the extent of actual or potential harm caused by any Breach of Security;
    - b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
    - c) prevent an equivalent breach in the future exploiting the same cause failure; and
    - d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates 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.

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

Call-Off Ref:

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

## **1. DEFINITIONS**

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

**"Operational Board"** the board established in accordance with paragraph 4.1 of this Schedule;

**"Project Manager"** the manager appointed in accordance with paragraph 2.1 of this Schedule;

## **2. PROJECT MANAGEMENT**

1. The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
2. 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.
3. Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

## **3 Role of the Supplier Contract Manager**

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

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

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

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

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

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### **4 Role of the Operational Board**

4. The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
5. 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.
6. 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.
7. 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.
8. The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

### **5 Contract Risk Management**

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  1. the identification and management of risks;
  - 5.2.1 the identification and management of issues; and
  - 5.2.2 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

**Call-Off Schedule 14 (Service Levels)**

Call-Off Ref:

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**Call-Off Schedule 14 (Service Levels)****1. DEFINITIONS**

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

**“Critical Service Level Failure”** has the meaning given to it in the Order Form;

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

**“Service Credit Cap”** has the meaning given to it in the Order Form;

**“Service Level Failure”** means a failure to meet the Service Level Performance Measure in respect of a Service Level;

**“Service Level Performance Measure”** shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

**“Service Level Threshold”** shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

**2. WHAT HAPPENS IF YOU DON'T MEET THE SERVICE LEVELS**

- 1.2 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 1.3 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 1.4 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.
- 1.5 A Service Credit shall be the Buyer's exclusive financial remedy for a



**Call-Off Schedule 14 (Service Levels)**

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Service Level Failure except where:

### **Call-Off Schedule 14 (Service Levels)**

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- 1.5.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 1.5.2 the Service Level Failure:
  - (a) exceeds the relevant Service Level Threshold;
  - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
  - (c) results in the corruption or loss of any Government Data; and/or
  - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 1.5.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 1.6 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:
  - 1.6.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
  - 1.6.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
  - 1.6.3 there is no change to the Service Credit Cap.

### **3. CRITICAL SERVICE LEVEL FAILURE**

On the occurrence of a Critical Service Level Failure:

- 1.7 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 1.8 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

**Call-Off Schedule 14 (Service Levels)**

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## **Part A: Service Levels and Service Credits**

### **1. Service Levels**

If the level of performance of the Supplier:

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

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

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

### **2. SERVICE CREDITS**

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

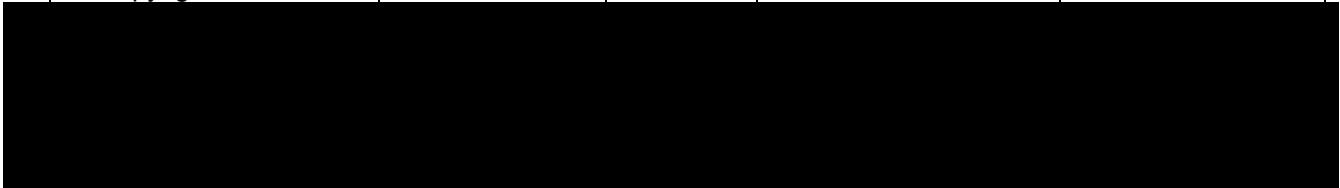
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Annex A to Part A: Services Levels and Service Credits Table

Service Levels					Service credit for each Service Period
Service Performance Criterion	Level	Key Indicator	Service Level Performance	Service Level Threshold	

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

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

Worked example: 98% target and 75% actual (e.g. Service Level Performance) = 23% is under the targeted performance. As 0.5% credit is gained for each percentage under the target performance score, then 11.5% of the Charges payable to the Buyer as Service Credits are to be

Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period) deducted from the next Invoice payable by the Buyer

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## Part B: Performance Monitoring

### 1. Performance Monitoring and Performance Review

- 1.13 Within fifty (50) 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.
- 1.14 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:
  - 1.14.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 1.14.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 1.14.3 details of any Critical Service Level Failures;
  - 1.14.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 1.14.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 1.14.6 such other details as the Buyer may reasonably require from time to time.
- 1.15 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a bi-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:
  - 1.15.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 1.15.2 be attended by the Supplier's Representative and the Buyer's Representative; and

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- 1.16 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

**2. Satisfaction Surveys**

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



**Call-Off Schedule 10 (Exit Management)**

Call-Off Ref:

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**Off Schedule 10 (Exit Management) Call-****1. Definitions**

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

<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier or a Key Subcontractor 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 or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or a Key Subcontractor 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

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	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;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

**2. Supplier must always be prepared for contract exit**

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

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

### **Call-Off Schedule 10 (Exit Management)**

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- 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

2.3 The Supplier shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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

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

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

## **Call-Off Schedule 10 (Exit Management)**

Call-Off Ref:

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### **4. Exit Plan**

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

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

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

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;

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

4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

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

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

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

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

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

4.4 The Supplier shall:

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

- (a) every six (6) months throughout the Contract Period; and

## Call-Off Schedule 10 (Exit Management)

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

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

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

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

## 5. Termination Assistance

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

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

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

5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

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

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5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

**6. Termination Assistance Period**

6.1 Throughout the Termination Assistance Period the Supplier shall:

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

**7. Obligations when the contract is terminated**

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

## **Call-Off Schedule 10 (Exit Management)**

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

7.2.1 vacate any Buyer Premises;

7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

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

(b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

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

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

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

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

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

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

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

**Call-Off Schedule 10 (Exit Management)**

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8.2.2 which, if any, of:

(a) the Exclusive Assets that are not Transferable Assets;  
and

(b) the Non-Exclusive Assets,

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

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

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

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

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

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

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

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

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

8.7 The Buyer shall:

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



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8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

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

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

## **9. No charges**

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

## **10. Dividing the bills**

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

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

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

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

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
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## 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

### Immunisation and Vaccine Preventable Disease Division October 2023

#### 1) Business as Usual surveillance kits

The UKHSA Immunisation and Vaccine Preventable Disease Division (VPD) is responsible for the public health management and national surveillance of vaccine preventable diseases and delivers part of this function through a central sample collection kit distribution service. This work supports UKHSA to deliver its function to protect the public from infectious disease health threats and is essential to the UK's compliance with WHO measles and rubella elimination surveillance targets. A number of disease specific sample collection kits are in use and dispatched from a central supplier. The supplier is required to manage time sensitive requests coming in from the national team and local UKHSA Health Protection Teams for kits to be dispatched directly to patients.

##### a. Procure sample collection devices and printed envelopes

- Kit 1- Measles, Mumps, and Rubella (MMR)
- Kit 2- MMR - Urgent Measles Kit
- Kit 3- Pertussis
- Kit 4- Hepatitis A
- Kit 5- Hepatitis B Adults
- Kit 6- Hepatitis B antenatal
- Kit 7- Hepatitis B PATHWAY BIRTH BOX
- Kit 8- Hepatitis B DBS

Details of the requirements for each kit are listed in appendix i.

A sample of each kit should be sent to UKHSA with suppliers of materials approved by UKHSA. Any change in supplier must be approved by UKHSA in writing. UKHSA has very strict protocols in place with regard to kit contents and we cannot accept a substitution on the following: NOAX tubes, Oracle oral fluid collecting devices, lancets used in kit making such as Tenderfoot Toddler, Tenderfoot Newborn, Sarstedt and protein saver cards, NOAX green topped tube to hold Oracol Oral Fluid collection devices or Serum Separator Tubes (Serum) or EDTA tubes (serum), aliquots of clinical trial samples, UTM of vesicles.

After processing of returned samples, UKHSA autoclave NOAX green top containers in batches of 500 and provide these to the supplier for refurbishment (replacement of the absorbent strip) and re-issue. The supplier should be able to transport and refurbish the NOAX tubes as described.

Blank versions of all the appropriate forms will be sent to Intelsius by UKHSA. No other forms should be used. Intelsius should ask for additional forms as appropriate in writing to UKHSA.

##### Kit box dimensions – various sizes UN3373 printed

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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- Larger baby: 222mm x 125mm x 45 mm
- Maternal Hep B Antenatal box: 128mm x 102mm x 42 mm
- MMR / Pertussis / Hep A / Rash flat pack: 205mm x 105mm x 22 mm

Demonstrate availability to fulfil business-as-usual surveillance demands (hold completed stocks of 1000 MMR flatpack kits, 200 pertussis flatpack kits, supply of cardboard templates, A5 secondary containers, Noax tubes).

**If UKHSA informs Intelsius that a regional or national incident has been called, they will need to activate (within 4 weeks) a 24/7/365 service in response to an outbreak.**

Call-Off Schedule 20 (Call-Off Specification)  
 Call-Off Ref:  
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## **b. Processing of requests for kits**

- ❖ **Establish an accessible email inbox to receive all requests** from Health Protection teams, UKHSA Colindale, Child Health Information Services, antenatal screening co-coordinators and other NHS providers as instructed. The email inbox must be monitored Monday to Friday 9am to 5pm.
- ❖ Turnaround time for kits from receipt of order:
  - ✓ Requests coming in from HPTs by 3pm Monday to Friday get dispatched on the same day
  - ✓ Requests coming in from HPTs after 3pm Monday to Thursday get dispatched next day and those coming in on Friday after 3pm get dispatched the following Monday
- ❖ For each request, print out the request form, covering letter or relevant paperwork
- ❖ Generate and print label of relevant requester using Royal Mail software. All kits must be issued via Royal Mail Tracked 24 service and all samples being returned to the appropriate laboratory should be returned via Royal Mail Tracked 24 service
- ❖ Follow the detailed process related to each kit as outlined below
  - Ensure any kit box sent directly to a patient includes a reply-paid envelope to return samples
  - Inform email sender when request has been actioned by return email (ccing UKHSA) and include royal mail tracking number
  - Record transactions on a daily listing (Mode of request/ which HPT, kit requested, HP Zone 7 digit number)
  - Send daily listings through to UKHSA once a week (where information will be cross-referenced with HP Zone data. The format for this will be agreed during the inception period.
  - Delete all patient identifying details within a period to be determined by the UKHSA and agreed by the Supplier

## **c. Governance**

During inception and start-up bi-month meetings with the UKHSA Immunisation and Vaccine Preventable Disease project management team discuss progress including: turnaround times, quality control measures of kits, communication with HPTs, information governance breeches or near misses and explore continual improvement in the surveillance kit design and the dispatch service as appropriate.

- ❖ Complete a monthly checklist of stocking of kits and their dispatch.
- ❖ Participate in regular auditing of kit dispatch and a weekly/monthly reconciliation process with UKHSA colleagues.
- Provide UKHSA with details of the Quality Management system used e.g., ISO9001 certified. This should include details of checking expiry dates of materials and disposal processes.
- Adhere to UKHSA requirement to ensure medical supplies have a minimum of 12-month expiry date.
- Adhere to the General Data Protection Regulation (GDPR) guidelines for the transfer of personally identifying information (PII), as the supplier will be provided with PII by UKHSA. A Data Sharing Agreement and data protection impact assessment will need to be agreed by UKHSA and the supplier.

## **d. Performance monitoring**

To ensure each patient requiring a kit has been received one, bi-monthly/monthly meetings will be called between UKHSA and Intelsius. There are a number of reasons for problems in the receipt of requests for kits from the recipient including: incorrect information sent to the kit supplier; incorrect forms used; challenges with security firewalls. The purpose of consolidating number of patients entered on HP Zone with number of kits sent is to reduce breaks in the system and to ensure strong monitoring of # of suspected cases of infectious disease with # of kits sent, # of kits returned and # of confirmed cases of disease.

- ❖ Complete a spreadsheet sent to the supplier each \*\*\* with kits sent (based on patient number)
- ❖ Meeting (bi-monthly or monthly) to go through any problems and solutions
- ❖ Data consolidated quarterly into the Quarterly Management Board report as a KPI.

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**Appendix 1: Disease specific kits**

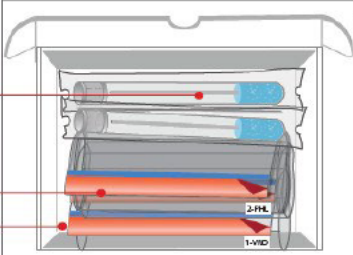
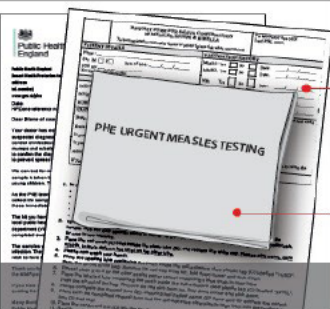
\* Kit numbers may need to be increased if there is an outbreak

KIT 1	PARTS	PROVISION	ITEM DESCRIPTION	MODE OF REQUEST
Measles, Mumps, and Rubella (MMR)	1 X UN3373 flat box	Supplier to provide	flat pack 205 x 105 x 22 mm	Health Protection team (HPT) direct request to supplier.  Issued individually and dispatched via Royal Mail tracked service direct to the patient's home address
	1 X Oral Fluid Swab	Supplier to provide	Malvern medical products S10 swab	
	1 x Deba bag	Supplier to provide	Specimen bag (secondary A5, super seal & absorbent) to hold oral fluid samples which are returned using the flat pack style of box	
	1 X Request form / patient letter	Supplier to print	UKHSA authorised document	
	1 x pictogram	Supplier to print	UKHSA authorised document	
	2 x labels to be printed	Supplier to print	UKHSA authorised document	
	1 x reply paid UN3373 grey bag	Supplier to print / provide	C5 printed grey bag 95Kpa specification envelopes reply paid printed as per kit requirement each with the UN3373 diagnostic symbol & text on reverse Royal Mail tracked label	
	OUTBOUND postage directly to patient	Supplier to provide	Royal Mail tracked post service	
Kit 1- Measles, Mumps, and Rubella (MMR)	<div><div><div>Foam swab (A) and clear tube (B) in paper packet</div><div>Self-adhesive clear plastic bag (C)</div><div>Cardboard Box (D)</div></div><div></div><div><div>Request form (E)</div><div>Prepaid grey plastic envelope (F)</div><div>Label for test tube (G)</div></div><div><div>1</div><div>Contents of swab test kit</div></div></div>			

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KIT 2	PARTS	PROVISION	ITEM DESCRIPTION	MODE OF REQUEST
<b>Urgent Measles kit</b>	1 x UN3373 flat box	Supplier to provide	flat pack 205 x 105 x 22 mm	Health Protection team (HPT) direct request to supplier  Issued in batches and dispatched to the HPT
	2 x Oral Fluid Swab	Supplier to provide	Malvern medical products S10 swab	
	2 x Deba Bag (labelled by supplier)	Supplier to provide	Specimen bag (secondary A5, super seal & absorbent) to hold oral fluid samples which are returned using the flat pack style of box	
	1 x request form/patient letter	Supplier to print	UKHSA authorised document	
	1 x pictogram	Supplier to print	UKHSA authorised document	
	1 x C5 grey UN3373 bag (onward despatch to patient)	Supplier to provide	C5 plain grey bag 95Kpa specification envelope with the UN3373 diagnostic symbol & text on reverse	
	1 x C5 plain grey bag UN3373 for return to unit by courier	Supplier to print/provide	C5 printed grey bag 95Kpa specification Envelopes with the UN3373 diagnostic symbol & text on reverse	
	COURIER charge from HPT to patient and for return to PHL Lab	HPT Covers		
	OUTBOUND postage to HPT	HPT Covers	Royal Mail tracked mail or courier (whatever is best value for money)	
<b>Kit 2- Urgent Measles Kit</b>	<div> <div> <b>1</b>  2 x blue swab in plastic clear tube  2 x clear plastic bags, labelled "1-VRD" and "2-PHL"  Cardboard Box labelled PHE URGENT MEASLES TESTING </div> <div>  <p>Contents</p> </div> <div>  <p>Request form</p> <p>White polythene envelope</p> </div> </div>			



## Call-Off Schedule 20 (Call-Off Specification)

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KIT 3	PARTS	PROVISION	ITEM DESCRIPTION	MODE OF REQUEST
<b>Pertussis</b>	1 X UN3373 flat box	Supplier to provide	flat pack 205 x 105 x 22 mm	Health Protection team (HPT) direct request to supplier  Issued individually and dispatched via Royal Mail tracked service direct to the patient's home address
	1 X Oral Fluid Swab	Supplier to provide	Malvern medical products S10 swab	
	1 x Deba bag	Supplier to provide	Specimen bag (secondary A5, super seal & absorbent) to hold oral fluid samples which are returned using the flat pack style of box	
	1 X Request form	Supplier to print	UKHSA authorised document	
	1 x Patient letter	Supplier to print	UKHSA authorised document	
	1 x pictogram	Supplier to print	UKHSA authorised document	
	1 x reply paid UN3373 grey bag	Supplier to print / provide	C5 printed grey bag 95Kpa specification Envelopes reply paid printed as per kit requirement each with the UN3373 diagnostic symbol & text on reverse Royal Mail tracked mail	
	1 x plain grey bag (onward despatch to patient)	Supplier to provide	C5 printed grey bag 95Kpa specification Envelopes with the UN3373 diagnostic symbol & text on reverse	
	OUTBOUND postage directly to patient	Supplier to provide	Royal Mail tracked post service	
<b>Kit 3- PERTUSSIS</b>	 <p>1</p> <p>Pink/blue swab (A) &amp; clear tube (B)</p> <p>Self-adhesive clear plastic bag (C)</p> <p>Cardboard box (D)</p> <p>Request form (E)</p> <p>Prepaid grey plastic envelope (F)</p> <p>Contents of swab package</p>			



## Call-Off Schedule 20 (Call-Off Specification)

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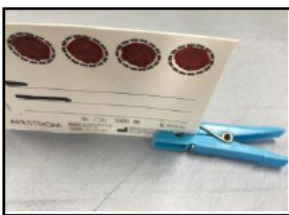

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KIT 4	PARTS	Provision	ITEM DESCRIPTION	MODE OF REQUEST
Hepatitis A	1 X DIAG UN3373 box	Supplier to provide	flat pack 205 x 105 x 22 mm	UKHSA HPT request to supplier  Issued individually and dispatched via Royal Mail tracked service direct to the patient's home address
	1 X Oral Fluid Swab	Supplier to provide	Malvern medical products S10 swab	
	1 x Deba bag	Supplier to provide	Specimen bag (secondary A5, super seal & absorbent) to hold oral fluid samples which are returned using the flat pack style of box	
	1 X Request form / patient letter	Supplier to print	UKHSA authorised document	
	1 x pictogram	Supplier to print	UKHSA authorised document	
	1 x reply paid UN3373 grey bag	Supplier to print	C5 printed grey bag 95Kpa specification Envelopes reply paid printed as per kit requirement each with the UN3373 diagnostic symbol & text on reverse	
	1 x plain grey bag (onward despatch to patient)	Supplier to provide	C5 printed grey bag 95Kpa specification Envelopes with the UN3373 diagnostic symbol & text on reverse	
	OUTBOU ND postage to patient	Supplier to provide	Royal Mail tracked post service	
Kit 4- Hepatitis A	<div><div><div>Foam swab (A) and clear tube (B) in paper packet</div><div>Self-adhesive clear plastic bag (C)</div><div>Cardboard Box (D)</div></div><div><div>Request form (E)</div><div>Prepaid grey plastic envelope (F)</div><div>Label for test tube</div></div><div>1</div><div>Contents of swab test kit</div></div>			


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KIT 5	PARTS	PROVISION	ITEM DESCRIPTION	MODE OF REQUEST
<b>Hepatitis B Adults</b>	1 X DIAG UN3373 box	Supplier to provide	flat pack 205 x 105 x 22 mm	UKHSA (Colindale) request to supplier  These are issued to establishments when routine testing is taking place
	1 X Ahlstrom DBS card	Supplier to provide	Sigma Aldrich Z699586	
	1 X Sarstedt lancet	Supplier to provide	85.105 safety lancet Mini	
	1 X pre injection wipe	Supplier to provide	Currently: UNIVERSAL ALCOTIP PRE INJECTION (70%) WIPE	
	1 X request form	Supplier to print	UKHSA authorised document	
	1 x plaster	Supplier to provide	Steroplast, Spot plasters. REF: 7190R/PH	
	1 x clothes peg	Supplier to provide	Preferably plastic	
	1 x glassine envelope	Supplier to provide	132x95mm GLASSINE BAGS 40GSM FLUSH TOP	
	1 X pictogram	Supplier to print	UKHSA authorised document	
	1 x specimen bag (labelled)	Supplier to print	Henleys Medical Supplies HB60	
	1 X reply paid UN3373 grey bag	Supplier to print	C5 printed grey bag 95Kpa specification Envelopes reply paid printed as per kit requirement each with the UN3373 diagnostic symbol & text on reverse Royal mail tracked post	
	1 x grey bag (onward despatch to patient)	Supplier to provide	C5 printed grey bag 95Kpa specification Envelopes with the UN3373 diagnostic symbol & text on reverse	
	OUTBOUND postage to patient/hospital	Supplier to provide	Royal Mail tracked post service	
<b>Kit 5- Hepatitis B Adults</b>	Ahlstrom protein saver card			Pre injection wipe
	Peg	Any brand preferably plastic	Plaster	Alcohol free
	Glassine envelope (to store the sample) 132x95mm GLASSINE BAGS 40GSM FLUSH TOP		Plain grey 95kpa bag	Non allergenic

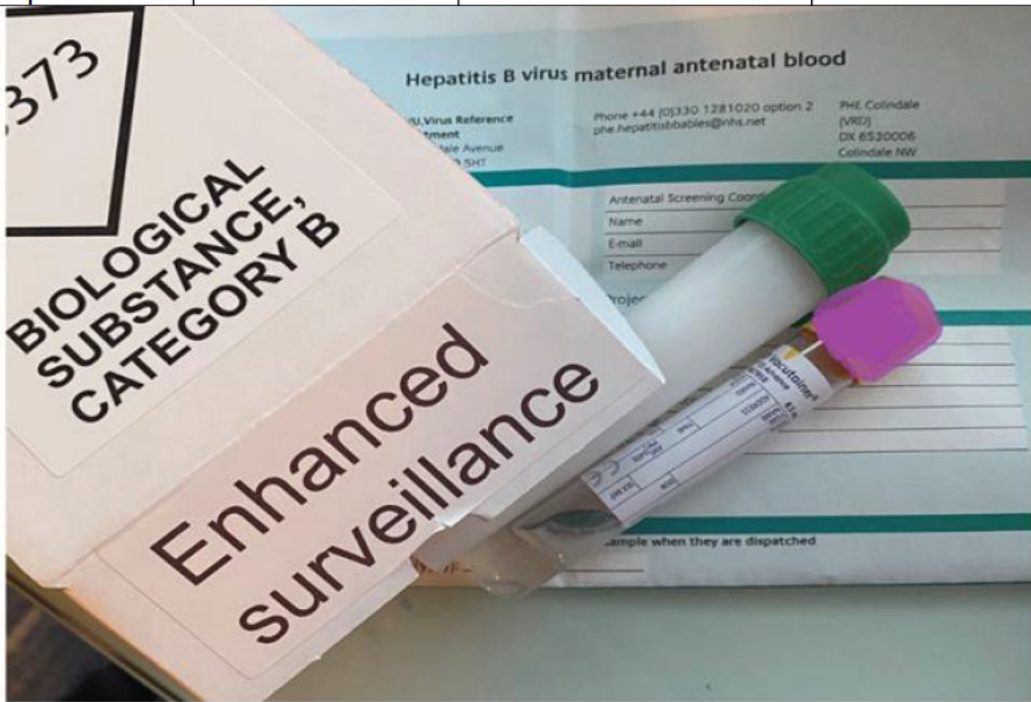
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	<div>Starstedt Safety lancet, Mini, Ø needle: 28 G, penetration depth: 1.6 mm Order number: 85.1015</div> <div></div>	
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## Call-Off Schedule 20 (Call-Off Specification)

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KIT 6	PARTS	PROVISION	ITEM DESCRIPTION	MODE OF REQUEST
Hepatitis B antenatal	1 X DIAG UN3373 box	Supplier to provide	128 x 102 x 42 mm	UKHSA (Colindale) request to supplier, Issued in batches ~ every 3 months directly to the Antenatal Screening Coordinators at hospitals
	1 X EDTA 8.5 ml blood tube	Supplier to provide	Becton Dickinson 367525 BD EDTA 10ml	
	1 x Green topped NOAX tube	Supplier to provide		
	1 x request form	Supplier to print	UKHSA authorised document	
	1 x reply paid UN3373 grey bag	Supplier to print	C5 printed grey bag 95Kpa specification Envelopes reply paid printed as per kit requirement each with the UN3373 diagnostic symbol & text on reverse	
	OUTBOUND Postage to hospital	Supplier to provide	Royal Mail tracked post service	
Kit 6- Hepatitis B antenatal				

## Call-Off Schedule 20 (Call-Off Specification)






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KIT 7	PARTS	PROVISION	ITEM DESCRIPTION	MODE OF REQUEST
Hepatitis B PATHWAY BIRTH BOX	1 x larger UN3373 box	Supplier to provide	222 x 125 x 45 mm	UKHSA (Colindale) request to supplier. Issued directly to the hospital antenatal unit/Central delivery suite ~ 7 weeks prior to Expected Delivery Date
	1 x pictogram	Supplier to print	UKHSA authorised document	
	1 X reply paid UN3373 grey bag	Supplier to print/ provide	C5+ printed grey bag 95Kpa specification Envelopes reply paid printed as per kit requirement each with the UN3373 diagnostic symbol & text on reverse Royal mail tracked post service	
Pack 2 new-born DBS	1 x cardboard sleeve (labelled)	Supplier to provide	75mm x 120mm x 25mm	
	1 x request form	Supplier to print	UKHSA authorised document	
	For reference, this line did have the pre-injection wipe which has now been removed as it is not allowed on new-borns			
	1 x DBS Whatman Card (labelled)	Supplier to provide	Scientific Laboratory Supplies 10531018	
	1 x Tenderfoot NEWBORN Lancet	Supplier to provide	Werfen Limited 000TF50i Tenderfoot NEWBORN 50/PK	
	1 x specimen bag (labelled)	Supplier to print	Henleys Medical Supplies HB60	
Pack 1 Maternal sample	1 x cardboard sleeve (labelled)	Supplier to provide	75mm x 120mm x 25mm	
	1 x specimen bag (labelled)	Supplier to provide	Henleys Medical Supplies HB60	
	1 x request form	Supplier to print	UKHSA authorised document	
	1 x EDTA 8.5ml blood tube	Supplier to provide	Becton Dickinson 367525 BD EDTA 10ml	
	1 X Green topped NOAX tube	Supplier to provide		
Pack 3 HBIG section	1 x cardboard sleeve (labelled)	Supplier to provide	75mm x 120mm x 25mm	
	1 x specimen bag (labelled)	Supplier to provide	Henley's Medical Supplies HB60	
	1 x 20a Red book insert	Supplier to provide	Harlow Printing Page 20a Hep B (Version 4.6.1) - 7 part NCR sets	
	OUTBOUND Postage to hospital	Supplier to provide	C5+ printed grey bag 95Kpa specification Envelopes reply paid printed as per kit requirement each with the UN3373 diagnostic symbol & text on reverse Royal mail tracked post service	



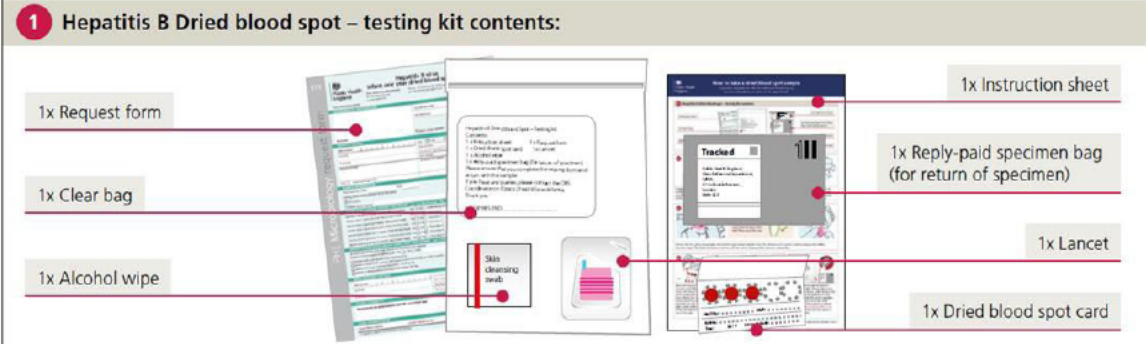
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<div>Kit 7- Hepatitis B Pathway Birth Box</div>	<div><div>Box outer</div><div></div></div> <div><div>Box inner</div><div></div></div> <div><div>Pack 1 Maternal sample</div><div></div></div> <div><div>Pack 2 New-born sample</div><div></div></div> <div><div>Pack 3 HBIG</div><div></div></div>
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KIT 8 HEPATITIS B DBS	PARTS	PROVISION	ITEM DESCRIPTION	MODE OF REQUEST
<b>Hepatitis B DBS</b>	1 x request form	Supplier to print	UKHSA authorised document	UKHSA (Colindale request to supplier) Issued to local CHIS units for sending direct to GP practice  Occasionally issued via supplier direct to GP practice upon a Colindale request
	1 x pictogram	Supplier to print	UKHSA authorised document	
	1 x pre injection wipe	Supplier to provide	Currently: UNIVERSAL ALCOTIP PRE INJECTION (70%) WIPE	
	1 x DBS Whatman Card (labelled)	Supplier to provide	Whatman 903 protein saver card (EU) code: 10531018	
	1 x Tenderfoot TODDLER Lancet	Supplier to provide	Werfen Limited 000TFT50i Tenderfoot TODDLER 50/PK	
	1 x specimen bag (labelled)	Supplier to print	Henleys Medical Supplies HB60	
	1 X reply paid UN3373 grey bag	Supplier to print	C5 printed grey bag 95Kpa specification Envelopes reply paid printed as per kit requirement each with the UN3373 diagnostic symbol & text on reverse Royal mail tracked post service	
	1 X plain grey bag	Supplier to provide	C5 printed grey bag 95Kpa specification Envelopes with the UN3373 diagnostic symbol & text on reverse	
	OUTBOUND POSTAGE TO CHIS	Supplier to provide	Royal Mail tracked post service	
<b>Kit 8- Hepatitis B DBS</b>	<p><b>1 Hepatitis B Dried blood spot – testing kit contents:</b></p> 			

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2) Consensus Audit: Surveillance Kit

The UKHSA’s Immunisation department is responsible for the evaluation of the national immunisation programme and undertakes enhanced surveillance of vaccine preventable diseases to monitor vaccine impact and effectiveness. The Consensus Audit aims are to compare the antibody and T cell responses in adults receiving COVID-19 vaccine, as part of the current UK vaccination programme using a 2-dose schedule of up to 12 weeks apart compared with the authorised schedule, and additional booster doses.

Timescale:

The initial requirement is to obtain blood collection kits from April 2024 – March 2025 .

Specimen Requirements:

Serum Blood samples taken at the following time points:

Quantity:

The expectation is that one set of kits (box one + box two) will contain equipment to [REDACTED] .

Consensus Kit Contents:

**Box 1**  
Bag contains,  
2 Yellow Noax  
2 Yellow Vacutainer  
  
X 100




**Box 2**  
Box contains based on 100 blood collections  
[REDACTED]  
[REDACTED]  
  
[REDACTED]  
  
**PPE**  
Pack of 50 Masks  
2 x Face shields  
3 x 2.5L Sharps disposal systems  
2 x Hand disinfectant (Alcohol)  
  
2 x Sharpies  
4 x Return Transport Boxes  
Roll of brown Box tape



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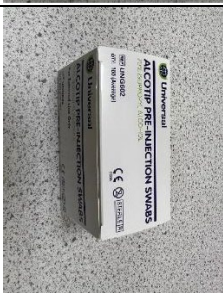
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<b>Box 1:</b>			
<b>Item:</b>	<b>Ref:</b>	<b>Provision</b>	<b>Photo:</b>
100 x Sampling bags			
2x Yellow Noax (per bag)		Supplier provide to	
2x Yellow Vacutainer (per bag)	BD Vacutainers SST II Advance Plus blood collection tubes, 8.5ml, Yellow top. REF: 367958	Supplier provide to	

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Box 2:			
Item:	Ref:	Provision	Photo:
100 x BD Combined Needle and Holder	BD Vacutainer UltraTouch Push Button Blood Collection set with Pre-Attached Holder. REF: 368685	Previously provided by UKHSA, supplier to provide	 
100 x Spot Plaster	Steroplast, Spot plasters. REF: 7190R/PH	Supplier to provide	
100 x Gauze	Premier, Gauze Swabs. REF: 1660A	Supplier to provide	
100 x Alcohol Wipes	Universal Alcotip Pre-Injection Swabs. REF: UNG602	Supplier to provide	


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Roll of Surgical Tape		Supplier provide to	
100 x Tourniquets	Vene-K, Single-use Tourniquet. REF: 580501	Supplier provide to	
100 medium gloves	Non-specific	Supplier provide to	
Pack of 50 masks	Non-specific	Supplier provide to	
2 x Face shields	Non-specific	Supplier provide to	
3 x 2.5L sharps Disposal systems		Supplier provide to	
2x Hand Disinfectant (alcohol)	Non-specific	Supplier provide to	
2 x sharpie pens (fine point)		Supplier provide to	

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4 x Return Boxes	Supplier to supply	Supplier provide to	
Roll of Brown Box Tape	Non-specific	Supplier provide to	

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## Unlinked Anonymous Monitoring Survey

The maximum number of participants is 6000. People are recruited into the survey by participating drug and alcohol services. Each service is given a target for the number of people to recruit. The usual recruitment target is around 30 to 40 participants per service, and this determines the number of kits and the kit contents they receive.

Kit contents are usually dispatched in batches to participating drug and alcohol services depending on their target sample size for the survey. The table below outlines the contents required to pack a kit for a service that is aiming to recruit 30 participants. Love2Shop vouchers are included in the kits to be supplied 10 at a time. For a service that has a target of 30 participants, we would send out 10 vouchers initially. As well as requesting complete kits, services may request specific items individually.


Note: kit contents are prepared and pre-packed into separate clear bags and sleeves. Please see notes at the bottom for further details.

Item	Provision	Details
2 x paper pouch	Supplier to provide	SUPBB190 Brown Biopaper Stand-Up Pouch
30 x Lancets	Supplier to provide	X200 Lancet BD Microtainer high flow blood volume. Item code: 16605633, Supplier Scientific Ltd
30 x alcohol swab wipes	Supplier to provide	Pre-injection swabs. Cat no UNG602 %EMZ%. Scientific Laboratory Supplies, SWA1000
30 x plasters	Supplier to provide	RS PRO Pink First Aid Bandages Plaster, 100 Per Package. RS Components Ltd







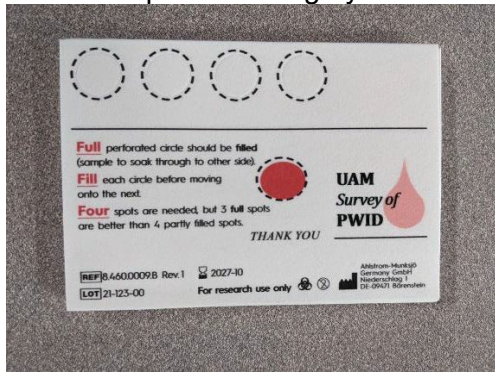

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30 x non-woven cotton swabs	Supplier to provide	Non-sterile, 5 x 5 cm, 4 ply white 200, Cat no:CS1910
		

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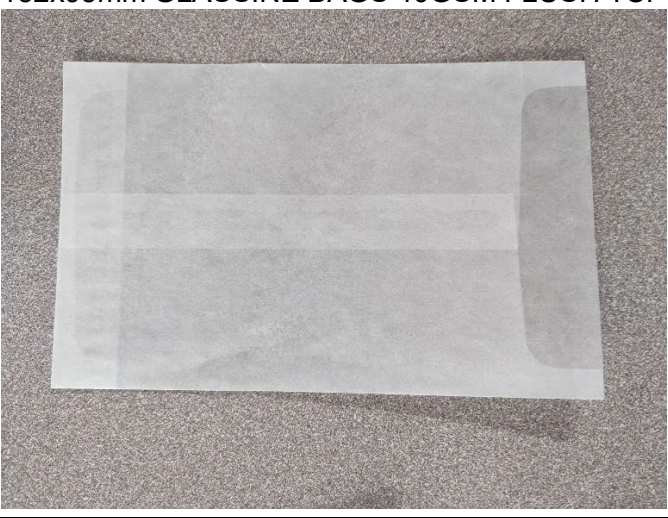

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6 x pens	Supplier to provide	MINI JOTTA PEN BK INK WITHOUT A LID – PACK 144. Banner 
1 x blue roll	Supplier to provide	PAPER TOWEL; L10 BLUE WIPERS – WYPALL 
20 x gloves (M)	Supplier to provide	GLOVE; HAND SAFE GN830 EXTENDED CUFF (290MM) NITRILE GLOVES, BLUE, Medium
20 x gloves (L)	Supplier to provide	Ansell Microflex Heavy-duty Disposable Nitrile Gloves, Size: Large
30 x Dried Blood Spot (DBS) cards	Supplier to provide	Ahlstrom DBS cards are custom designed for the UAM survey and will require sourcing by UKHSA. 
30 x kangaroo bags	Supplier to provide	BAG LDPE KANGAROO 16X22CM POCKET:16X20 pack 1000 
30 x glue dots (double-sided)	Supplier to provide	

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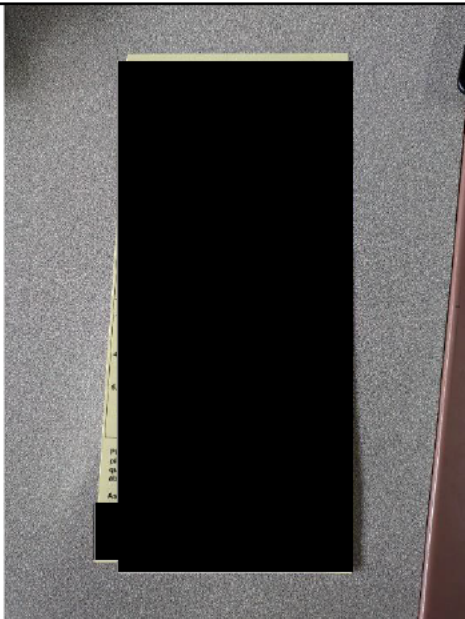

		
30 x waxy sleeves	Supplier to provide	132x95mm GLASSINE BAGS 40GSM FLUSH TOP 
4 x padded envelopes with required labels stuck on (including return postage)	Supplier to provide Supplier to print labels	Jiffy AirKraft Bag Size 5 260x345mm White (Pack of 50) JL-5. Banner 
2 x pegs	Supplier to provide	Clothes peg
1 x peg insert note	Supplier to print	
1 x instructions for kangaroo bags	Supplier to print	



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1 x Sellotape	Supplier to provide	Banner Easy Tear 24mmx33m Adhesive Tape 7569 
1 x Centre Information Pack (CIP)	Supplier to print Supplier to laminate where indicated	
1 x cut flush folder (for Centre Information Pack)	Supplier to provide	Q-Connect Cut Flush Folders A4 Clear (Pack of 100) KF24002.
10 x high street voucher	UKHSA to provide	Limited to 10 initially due to monetary value with more sent out when requested. These can be placed into a small envelope.
30 x questionnaire survey booklets with centre number written on	UKHSA to provide	
Outbound tracked courier to participating centres	Supplier to provide	
Elastic bands (to hold items together where required)	Supplier to provide	

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Labels (to print and put on bags where required)	Supplier to provide/print	
Clear plastic bags (sealable) (to pack supplies where required)	Supplier to provide	Mixture of sizes

Preparation and additional notes on kits:

Paper pouch

Selected supplies are packed into paper pouches. These are usually prepared in advance into batches of 10 or 20. Figure 1 shows the contents participants which are then inserted into the paper pouch (Figure 2). For 30 participants, please provide 1 x pouch with supplies for 20 participants, and pouch with supplies for 10 participants.

For 20 participants:

- 1 x paper pouch with label indicating contents
- 20 x lancets placed into a clear sealed bag with expiry date written on a on the front
- 20 x non-woven cotton swabs placed into a clear sealed bag with expiry written on a label on the front
- 20 x alcohol swab wipes
- 20 x plasters
- 4 x pens

For 10 participants:

- 1 x paper pouch with label indicating contents
- 10 x lancets placed into a clear sealed bag with expiry date written on a label on the front
- 10 x non-woven cotton swabs placed into a clear sealed bag with expiry date written on a label on the front
- 10 x alcohol swab wipes
- 10 x plasters
- 2 x pens

Figure 1 Contents to be included in the paper pouch



for 20  
1 x  
label  
date

Figure 2 Packed pouch ready for sending

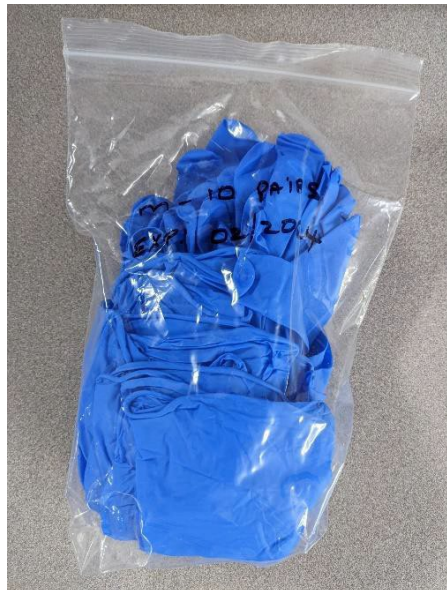


Call-Off Schedule 20 (Call-Off Specification)  
Call-Off Ref:  
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## Gloves

Gloves should be counted out into batches of 10 or 20 and placed into a clear plastic sealable bag with the expiry date written on the front (Figure 3)

*Figure 3 Gloves*



## Kangaroo bags and questionnaires

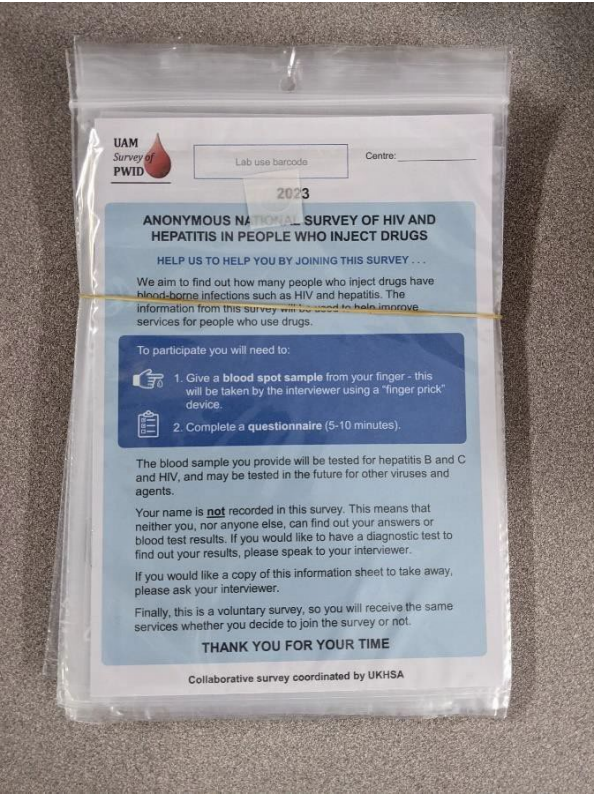
Supplier should put a single questionnaire into the rear section each kangaroo bag. Each questionnaire should have the centre number written on it. This is the number assigned to the participating drug and alcohol service when they join the survey.

1 x glue dot should be stuck down on the inner side of the front section in the centre of the bag. The centre will stick the other side down when sending completed kits back.

Kangaroo bags should then be held together with an elastic band. E.g. 30 for 30 participants. Please see Figure 4.

Call-Off Schedule 20 (Call-Off Specification)  
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Figure 4 Kangaroo bags with questionnaires inserted



Peg Pack

The peg note insert (Figure 5) will need be printed. 2 x pegs should be placed into a clear sealable bag with the printed peg insert note (Figure 6).

Figure 5 Peg note insert to be printed





Call-Off Schedule 20 (Call-Off Specification)

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*Figure 6 Pegs and peg note insert inside clear sealable bag*



Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

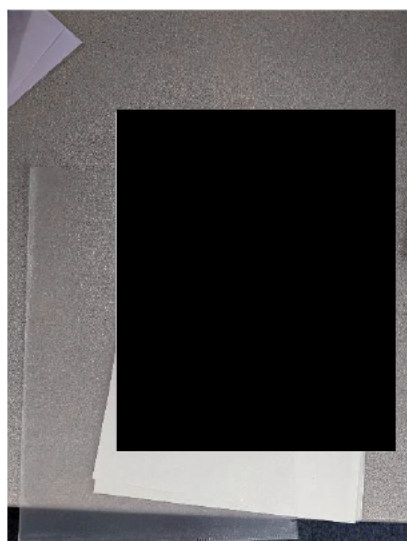
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### **Centre Information Pack documents**

- 1 x laminated poster
- 1 x centre information booklet
- 1 x information sheet (double-sided) laminated
- 1 x postage log
- 2 x workload collection forms
- 2 x consent letter
- 1 x covering letter

**Documents will need to be printed (and laminated where required).** Documents should be placed into a cut flush folder, as per Figure 7.

*Figure 7 Centre Information Documents with cut flush folder*



### **DBS cards**

When sending out the kits, DBS cards, waxy sleeves and the peg pack should be held together with an elastic band (Figure 8)

Call-Off Schedule 20 (Call-Off Specification)

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*Figure 8 DBS cards, waxy sleeves, and peg pack*



Framework Ref: RM6282

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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## Return envelope with postage labels

Figure 9 Return envelope with labels (front)



Figure 10 Return envelope with labels (back)



Framework Ref: RM6282

Project Version: v1.0

Model Version: v3.0



## Call-Off Schedule 30 (Kitting & Fulfilment)

Call-Off Ref:

Crown Copyright 2021

# Call-Off Schedule 30 (Kitting & Fulfilment)

## 1. Definitions

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

<b>"Cost Value"</b>	the price invoiced by the relevant supplier to the Buyer (including any freight costs) for the purchase or manufacture of the Products which have been lost or damaged following Receipt;
<b>"Despatch"</b>	the point at which the Products leave the possession and control of the Supplier, or its sub-contractors which shall be the point at which the Products are loaded, in accordance with Call-Off Schedule 20 (Specification) or the Order Form (as the case may be), onto the delivery vehicle for despatch to the Buyer's nominated location, and the delivery vehicle is closed and sealed;
<b>"Kitting &amp; Fulfilment Services"</b>	the kitting and fulfilment services to be provided by the Supplier in accordance with the terms of this Call-Off Schedule and the Specification or the Order Form (as the case may be);
<b>"Products"</b>	any goods or products of the Buyer or delivered by a third party on behalf of the Buyer to the relevant Site;
<b>"Receipt"</b>	the point at which the Products come under the control or custody of the Supplier which shall be the point at which the doors have been opened on any delivery vehicle arriving at the Supplier's Site for unloading;
<b>"Stock Audit"</b>	the inventory audit carried out by the Supplier in relation to the Products held at the Supplier's Site;
<b>"Stock Loss"</b>	any shortages in Products (being the actual total units of Products held further to a Stock Audit, measured against the reported volume of Products Received by the Supplier in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this

**Call-Off Schedule 30 (Kitting & Fulfilment)**

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Call-Off Contract) provide the following inventory reports to the Buyer:(daily inventory report detailing actual volumes of Products Received at the Site, any discrepancies in accordance with Paragraph Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and actual volumes of Products Despatched from the Premises; and) less the total units of Products Despatched with reference to each note or other record issued upon Despatch of the Products;

**"Stock Tolerance"**

**Loss** a percentage to be agreed by the parties (which shall not in any event be greater than 0.5%) of the total Products which ought to be held (being the reported total units of Products Received by the Supplier in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:(daily inventory report detailing actual volumes of Products Received at the Site, any

**Call-Off Schedule 30 (Kitting & Fulfilment)**

Call-Off Ref:

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discrepancies in accordance with Paragraph Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and actual volumes of Products Despatched from the Premises; and) less the total units of Products Despatched with reference to each note of Products Despatched) by the Supplier at the time of any Stock Audit;

**"Supplier's  
Management  
Platform"**

the Supplier's platform or solution for management of (i) the international transportation of goods, including the Products and/or (ii) the warehousing and/or stock control of goods, including the Products (as the case may be).

**2. When this Call-Off Schedule should be used**

This Call-Off Schedule is designed to provide the additional provisions necessary to govern the provision of Kitting & Fulfilment Services. The Parties shall comply with the terms of this Call-Off Schedule if the Buyer has indicated on the Order Form that Kitting & Fulfilment Services form part of the Services to be provided under the Call- Off Contract.

**3. Lien**

**Call-Off Schedule 30 (Kitting & Fulfilment)**

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- 3.1. The Supplier agrees to waive any lien (whether a general lien or a particular lien and howsoever arising) over any Products, including whilst being stored by the Supplier.

**4. Risk**

- 4.1. The Supplier shall be responsible for unloading each consignment of any Products at the Supplier Sites and the Products shall be at the Supplier's risk during unloading.
- 4.2. The Products shall be at the Supplier's risk from Receipt until Despatch.
- 4.3. Proof of Receipt and Despatch shall be evidenced by hard copy (written) or electronic receipt.

**5. Stock Audits and Stock Loss**

- 5.1. Subject always to Clause 5 of the Core Terms and Paragraphs 5.5 and 5.6, the Supplier shall be liable for any Stock Loss.

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- 5.2. The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:
- a) daily inventory report detailing actual volumes of Products Received at the Site, any discrepancies in accordance with Paragraph 5.8 and actual volumes of Products Despatched from the Premises; and
  - b) weekly report detailing total volumes of Products Received, total volumes of Products Despatched, total volumes of Products held at the Site and details of any Stock Loss identified in the previous week.
- 5.3. In the event that any report issued in accordance with Paragraph 5.2 shows Stock Loss then The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer: shows Stock Loss then the provisions of Paragraph 5.4 shall apply.

**Call-Off Schedule 30 (Kitting & Fulfilment)**

Call-Off Ref:

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- 5.4. The Supplier shall pay to the Buyer within thirty (30) days of the end of each Month (or at the request of the Buyer credit against the next invoice issued in respect of the Services) a sum equal to the net aggregated Stock Loss over the immediately preceding Month of the Contract Period (measured across Stock Audits completed and reported in accordance with Paragraph The Supplier shall maintain a perpetual inventory count and conduct regular rolling Stock Audits so as to have audited total stockholding over each Month and shall (without prejudice to any other reporting obligations in this Call-Off Contract) provide the following inventory reports to the Buyer:), subject to the Stock Loss Tolerance, multiplied by the Cost Value of any such lost or damaged Products.
- 5.5. The Supplier shall receive the Products at carton / box level not component level. Subject to the Supplier complying with the provisions of Paragraph 5.8, any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer. and the reporting procedures agreed between the parties (as updated from time to time), any discrepancies in components that are discovered when the carton / box is opened shall not be the Supplier's liability.

### **Call-Off Schedule 30 (Kitting & Fulfilment)**

Call-Off Ref:

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- 5.6. The Supplier shall not be held accountable and shall have no liability whatsoever in relation to Products that have expired and exceeded their date of use where such expiry or exceeding beyond the date of use is as a result of an instruction from the Buyer to pick alternative Products, to prioritise rework and/or the inbound supply exceeds consumption over the shelf life period. The Supplier remains accountable for Products that have expired and exceeded their date of use where the same is caused by the Supplier failing to comply with the picking instructions or principles as specified in Call-Off Schedule 20 (Call-Off Specification) or the Order Form (as the case may be), except where the Buyer has instructed otherwise.
- 5.7. All stock related issues shall be the responsibility of the Supplier save where the Supplier can demonstrate to the Buyer's satisfaction, acting reasonably and in good faith at all times, that the Supplier is not responsible for such stock related issues.
- 5.8. Any inbound deliveries that have any sign of physical damage or have any incorrect or missing paperwork or where there are discrepancies in the paperwork will be physically quarantined and not accepted into stock by the Supplier until the issue has been resolved by the Parties and the Supplier has received clear instructions from the Buyer on how to process the stock, such that the Supplier is able to accept the deliveries, subject to the Supplier complying with the inspection procedures and the reporting procedures agreed between the parties (as updated from time to time). Every effort must be made by the Supplier to accept inbound deliveries into stock, and the Supplier shall notify the Buyer where necessary in order to resolve paperwork or other discrepancies or damage to Products. The Parties shall resolve any inbound discrepancies within 1 day of notification to the Buyer, or within 2 hours for priority items that are required to be used within 24 hours, failing which the Parties will follow the escalation process notified to the Supplier by the Buyer.

## **6. IT System**

- 6.1. The Supplier shall, where requested to do so by the Buyer, at no charge, make the Supplier's Management Platform available for use by the Buyer and/or its authorised representatives and/or provide such other form of reporting as the Buyer may reasonably require to record, and provide visibility to the Buyer in respect of, the Supplier's provision of the Services.

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- 6.2. The Supplier shall use all reasonable endeavours to procure the right for the Buyer to use the Supplier's Management Platform during the Contract Period solely for the purpose of receiving and monitoring the Services provided to the Buyer under this Call-Off Contract.

**7. Removal of Products**

- 7.1. The Buyer, or its agents and representatives, shall be entitled to enter the Supplier's premises during normal working hours (being not less than 9-00 am to 5-00 pm, Monday to Friday) (**Business Hours**) and to remove some or all of the Products from the custody or control of the Supplier at such date as may have been agreed between the parties. In the absence of such agreement the Buyer, or its agents and representatives, may remove some or all of the Products during Business Hours on not less than 48 hours prior notice.



## Joint Schedule 11 (Processing Data)

### Definitions

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

<b>“Processor Personnel”</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under a Contract;
----------------------------------	--

### Status of the Controller

2. 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:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

### Where one Party is Controller and the other Party its Processor

3. 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.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;

- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

- (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the

timescales reasonably required by the Controller) including by immediately providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Sub-processor; and
  - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

15. 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).
16. 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**

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

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

18. 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.
19. 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.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying

likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

- (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27. 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*).
- 28. 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*).
- 29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data

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

1.1 The contact details of the Relevant Authority's Data Protection Officer are:

Name: [REDACTED]

Post: [REDACTED]

Contact: [REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are:

Name: [REDACTED]

Post: [REDACTED]

[REDACTED]

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

1.4 Any such further instructions shall be incorporated into this Annex.

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 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>▪ Patient details including the Patient's Name, Date of Birth, NHS Number, Home Address, GP information, Hospital details and Expected date of delivery for pregnant patients.</li> <li>▪ Contact details of any employees, agents, consultants and contractors of the Authority (excluding the Supplier Personnel) engaged in the performance of the Authority's</li> </ul>



	<p>duties under this Call-Off Agreement for which the Authority is the Controller.</p> <ul style="list-style-type: none"> <li>▪ Type of kit / surveillance being undertaken</li> </ul>
Duration of the Processing	For the duration of this Call-Off Agreement
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purpose of the Processing is to facilitate the potential supply of goods and provision of services by the Supplier to Participating Authorities under the Framework Agreement.</p>
Type of Personal Data	<p>Personally identifiable Data such as Name, Date of Birth, Address, Contact Information, National Insurance Number, NHS Number, Reference and Tracking Number.</p> <p>Special Category Personal Data such as Race, Religion, Ethnicity, Data concerning Health, Genetic Data and Sexual Orientation and information.</p>
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, as well as members of the public.
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	Retention should only be for the duration of the Call-Off Agreement and upon expiry of the Call-Off Agreement, all data should be destroyed unless required otherwise by Law.

## **Annex 2 - Joint Controller Agreement – NOT USED**

**Call-Off Schedule 13: (Implementation Plan and Testing)**

Call-Off Ref:

Crown Copyright 2021

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)****1. Definitions**

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

<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;

**2. BCDR Plan**

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

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- 2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
  - 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
- 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
  - 2.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
  - 2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

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

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

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- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
  - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.
- 4. **Business Continuity (Section 2)**
  - 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
    - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
    - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
  - 4.2 The Business Continuity Plan shall:
    - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
    - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
    - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
    - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

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**5. Disaster Recovery (Section 3)**

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- 5.2.1 loss of access to the Buyer Premises;
  - 5.2.2 loss of utilities to the Buyer Premises;
  - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
  - 5.2.4 loss of a Subcontractor;
  - 5.2.5 emergency notification and escalation process;
  - 5.2.6 contact lists;
  - 5.2.7 staff training and awareness;
  - 5.2.8 BCDR Plan testing;
  - 5.2.9 post implementation review process;
  - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
  - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
  - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
  - 5.2.13 testing and management arrangements.

**6. Review and changing the BCDR Plan**

- 6.1 The Supplier shall review the BCDR Plan:
- 6.1.1 on a regular basis and as a minimum once every six (6) Months;
  - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
  - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

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- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

**7. Testing the BCDR Plan**

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
  - 7.1.2 in the event of any major reconfiguration of the Deliverables
  - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

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- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
  - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
  - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

**8. Invoking the BCDR Plan**

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

**9. Circumstances beyond your control**

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



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# Call-Off Schedule 13 (Implementation Plan and Testing)

## Part A - Implementation

### 1. Definitions

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

<b>"Delay"</b>	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
<b>"Deliverable Item"</b>	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
<b>"Milestone Payment"</b>	a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
<b>Implementation Period"</b>	has the meaning given to it in Paragraph 7.1;

### 2. AGREEING AND FOLLOWING THE IMPLEMENTATION PLAN

2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan sixty (60) days after the Call-Off Contract Start Date.

2.2 The draft Implementation Plan:

- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

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2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

**3. REVIEWING AND CHANGING THE IMPLEMENTATION PLAN**

- 2.6 Subject to Paragraph Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure., the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 2.7 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 2.8 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 2.9 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

**4. SECURITY REQUIREMENTS BEFORE THE START DATE – NOT USED**

**5. WHAT TO DO IF THERE IS A DELAY**

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
  - 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
  - 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
  - 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
  - 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

**6. COMPENSATION FOR A DELAY**

- 5.2 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
  - 5.2.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;

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- 5.2.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
  - 5.2.2.1 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
  - 5.2.2.2 the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
- 5.2.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
- 5.2.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
- 5.2.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

**7. IMPLEMENTATION PLAN**

7.1 The Implementation Period will be a three (3) Month period.

7.2 During the Implementation Period, the incumbent supplier shall retain part responsibility for existing services supply on a dual run model from the Call Off Start Date until the 1st of January 2024 as formally agreed with the Buyer. The Supplier's service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.

7.3 In accordance with the Implementation Plan, the Supplier shall:

- 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
- 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
- 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.4 The Implementation Plan will include detail stating:

- 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
- 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

7.5 In addition, the Supplier shall:

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- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
  - 7.5.3.1 the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
  - 7.5.3.2 the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]

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**Annex 1: Implementation Plan**

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

Milestone	Deliverable Items	Milestone Dates
Introductory call	Overview of the requirement	06 October 2023
Mobilisation	Kick off engagement with incumbent supplier	09 October – 13 October 2023
	Align on engagement rules and monitoring processes	09 October – 20 October 2023
	Contract review and signature	09 October - 27 October 2023
	Data protection impact assessment	09 October – 01 November 2023
	Arrange kit samples	09 October – 01 November 2023
Contract start date	Contract to be sign on or before	20 November 2023
Implementation start	Pilot process and address key challenges	20 November 2023
Potential Full implementation	Supplier to take on full responsibility for the delivery of all services	From or around 15 January 2024

The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Implementation Plan and Testing).

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**8. PART B - TESTING – NOT USED**