

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

## Order Form

CALL-OFF REFERENCE: C411389

THE BUYER: The Secretary of State for Health and Social Care  
as part of the Crown acting through the UK Health  
Security Agency

BUYER ADDRESS 10 South Colonnade, London, E14 4PU

THE SUPPLIER: Intertek Testing & Certification Limited

SUPPLIER ADDRESS: Davy Avenue, Milton Keynes, Buckinghamshire,  
MK5 8NL

REGISTRATION NUMBER: 03272281

DUNS NUMBER: 544261548

SID4GOV ID: N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated on the date of last signature on this Order Form.

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

### CALL-OFF LOT(S):

| Lot Number | Lot Description                      | Call-Off Schedule | Relevant (Yes / No) |
|------------|--------------------------------------|-------------------|---------------------|
| 1a         | International Warehousing Services   | 24                | No                  |
| 1b         | Air Freight and Air Charter Services | 25                | No                  |

Framework Ref: RM6282

Project Version: v1.0

Model Version: v3.0

|    |                                             |    |     |
|----|---------------------------------------------|----|-----|
| 1c | Rail Freight Services                       | 26 | No  |
| 1d | Road Freight Services                       | 27 | No  |
| 1e | Sea Freight Services                        | 28 | No  |
| 2  | Quality Control                             |    | Yes |
| 3a | Storage Services                            | 29 | No  |
| 3b | Kitting and Fulfilment Services             | 30 | No  |
| 3c | Transport and Distribution Services         | 31 | No  |
| 4a | Residential Collections and Drop Off Points | 32 | No  |
| 4b | Specialist Collection and Delivery Services | 32 | No  |
| 5  | Disposal and Recycling Services             |    | No  |
| 6  | Print Services                              | 33 | No  |
| 7a | Cardboard Packaging                         |    | No  |
| 7b | Corrugated Packaging                        |    | No  |
| 7c | Plastic and Security Packaging              |    | No  |
| 7d | Medical Packaging                           |    | No  |

**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 – Not used.
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 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 13 (Continuous Improvement)
- Joint Schedule 14 (Benchmarking)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) **RM6282**

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**

Not used.

CALL-OFF START DATE: Date of last signature on the Order Form

CALL-OFF EXPIRY DATE: 09th June 2026

CALL-OFF INITIAL PERIOD: 09th March 2026

**CALL-OFF DELIVERABLES**

Orient Gene Sample Size Increase

- Batch 1 will consist of [REDACTED] each, making the sample size [REDACTED]. Both Lots finishing production on [REDACTED].
- Batch 2 will consist of 2 Lots [REDACTED] each making the sample size [REDACTED]. Both Lots finishing production on [REDACTED].
- Batch 3 will consist of 3 Lots, [REDACTED] each and [REDACTED] units, making the sample size [REDACTED]. All 3 Lots finishing production [REDACTED].

- Functionality and sterility testing will increase in line with the sampling requirements.
  - The assessment/evaluation of this project will be conducted as follows: The Construction Review phase will culminate in a Letter Report detailing non-compliances (if applicable).
  - The Testing Evaluation phase will lead to a deliverable and will begin after completion of the Construction Review and resolution of any testing-related non-compliance issues.
  - The Report Review and issuing of certificate(s) will be conducted after submittal of the Assessment Report and supporting documentation to the Review Team.

Inspection and Testing of Orient Gene LFD Over 3 LOTS

- Functionality testing and inspection of Orient Gene LFD devices as follows:
  - Functionality testing x [REDACTED] LOT.
  - Testing to be performed at [REDACTED]. Quality Inspection to 'RACUR001 Third Party UKHSA Inspection SOP Rev5' on sample size.
  - [REDACTED] at Manufacturing address: [REDACTED]
  - Inspections to be performed by Intertek China. 2 reports to be issued for quality inspection using UKHSA template entitled RACUR003 Goods Inwards QC Report Rev3'.

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is two hundred and thirty-three thousand, two hundred and ninety-four pounds and seventy pence (£233,294.70).

CALL-OFF CHARGES

Orient Gene Sample Size Increase

|             |            |
|-------------|------------|
| [REDACTED]  |            |
| Grand Total | £32,979.00 |

Inspection and Testing of Orient Gene LFD Over 3 LOTS

|             |            |
|-------------|------------|
|             |            |
| Grand Total | £39,066.00 |

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Payment shall only be made on provision of evidence of delivery of the Services.

Each invoice must include a detailed breakdown of the Services performed and the associated Charges.

The payment method for this Call-off Contract is BACS. The Buyer will pay the Supplier within 30 days of receipt of a valid, undisputed invoice.

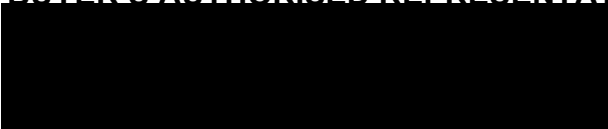
**BUYER’S INVOICE ADDRESS:**

Invoices shall 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

**BUYER’S AUTHORISED REPRESENTATIVE**



10 South Colonnade, London, E14 4PU

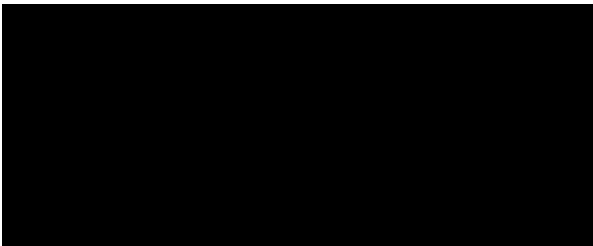
**BUYER’S ENVIRONMENTAL POLICY**

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>

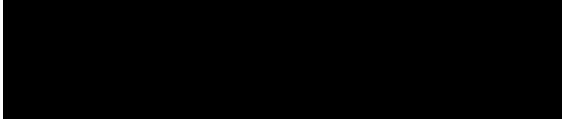
**SUPPLIER’S AUTHORISED REPRESENTATIVE**





Davy Avenue, Milton Keynes, Buckinghamshire,  
MK5 8NL

**SUPPLIER'S CONTRACT MANAGER**



Davy Avenue, Milton Keynes, Buckinghamshire,  
MK5 8NL

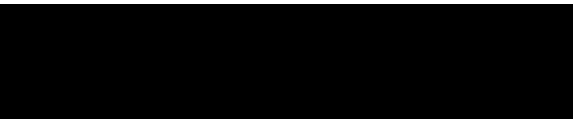
**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

The Buyer's Contract Manager and the Supplier's Contract Manager shall meet as and when required to discuss the Supplier's performance and other matters connected to the delivery of the Contract (unless otherwise notified by the Buyer).

**KEY STAFF**



Davy Avenue, Milton Keynes, Buckinghamshire,  
MK5 8NL

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Refer to Joint Schedule 4 (Commercial Sensitive Information)

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

| For and on behalf of the Supplier | For and on behalf of the Buyer |
|-----------------------------------|--------------------------------|
| <div></div>                       |                                |
| Date Signed: 12.01.26             | Date Signed: 12/01/2026        |

## Joint Schedule 2 (Variation Form)

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

| Contract Details                               |                                                                                                                                                                                                       |                           |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| This variation is between:                     | <b>[delete]</b> as applicable: CCS / Buyer] (" <b>CCS</b> " " <b>the Buyer</b> ")<br>And<br><b>[insert]</b> name of Supplier] (" <b>the Supplier</b> ")                                               |                           |
| Contract name:                                 | <b>[insert]</b> name of contract to be changed] (" <b>the Contract</b> ")                                                                                                                             |                           |
| Contract reference number:                     | <b>[insert]</b> contract reference number]                                                                                                                                                            |                           |
| Details of Proposed Variation                  |                                                                                                                                                                                                       |                           |
| Variation initiated by:                        | <b>[delete]</b> as applicable: CCS/Buyer/Supplier]                                                                                                                                                    |                           |
| Variation number:                              | <b>[insert]</b> variation number]                                                                                                                                                                     |                           |
| Date variation is raised:                      | <b>[insert]</b> date]                                                                                                                                                                                 |                           |
| Proposed variation                             |                                                                                                                                                                                                       |                           |
| Reason for the variation:                      | <b>[insert]</b> reason]                                                                                                                                                                               |                           |
| An Impact Assessment shall be provided within: | <b>[insert]</b> number] days                                                                                                                                                                          |                           |
| Impact of Variation                            |                                                                                                                                                                                                       |                           |
| Likely impact of the proposed variation:       | <b>[Supplier to insert]</b> assessment of impact]                                                                                                                                                     |                           |
| Outcome of Variation                           |                                                                                                                                                                                                       |                           |
| Contract variation:                            | This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[CCS/Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]</li> </ul> |                           |
| Financial variation:                           | Original Contract Value:                                                                                                                                                                              | £ <b>[insert]</b> amount] |
|                                                | Additional cost due to variation:                                                                                                                                                                     | £ <b>[insert]</b> amount] |
|                                                | New Contract value:                                                                                                                                                                                   | £ <b>[insert]</b> amount] |

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



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

Signature

Date

Name (in Capitals)

Address

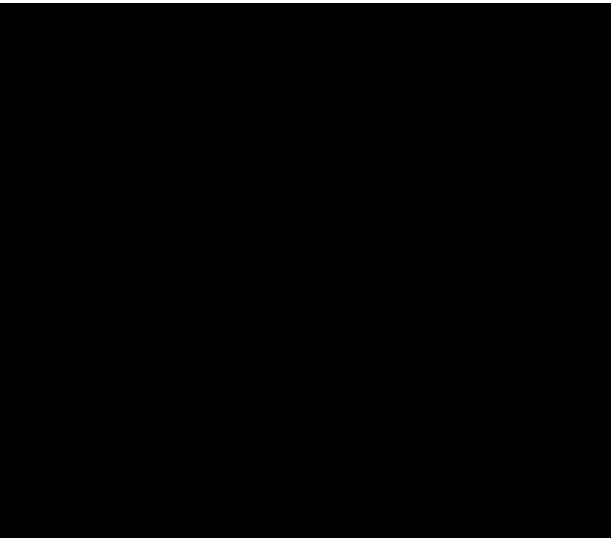
Signed by an authorised signatory to s

Signature

Date

Name (in Capitals)

Address



## Joint Schedule 3 (Insurance Requirements)

### 7. The insurance you need to have

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

### 8. How to manage the insurance

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

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

#### **9. What happens if you aren't insured**

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

#### **10. Evidence of insurance you must provide**

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

#### **11. Making sure you are insured to the required amount**

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

#### **12. Cancelled Insurance**

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

#### **13. Insurance claims**

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

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

- . Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity. relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- . Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- . Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

## **ANNEX: REQUIRED INSURANCES**

**. THE SUPPLIER SHALL HOLD THE FOLLOWING [STANDARD] INSURANCE COVER FROM THE FRAMEWORK START DATE IN ACCORDANCE WITH THIS SCHEDULE:**

- 1.1 Professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000). This applies to Lots 2 and 6 only;
- 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
- 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);

**Joint Schedule 4 (Commercially Sensitive Information)****What is the Commercially Sensitive Information?**

In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

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

| <b>14. No.</b> | <b>15. Date</b>   | <b>16. Item(s)</b>   | <b>17. Duration of Confidentiality</b> |
|----------------|-------------------|----------------------|----------------------------------------|
| 18.            | 19. [insert date] | 20. [insert details] | 21. [insert duration]                  |

## Joint Schedule 10 (Rectification Plan)

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

|                                                 |                                                          |        |  |
|-------------------------------------------------|----------------------------------------------------------|--------|--|
|                                                 | [...]                                                    | [date] |  |
| Signed by the Supplier:                         |                                                          | Date:  |  |
| <b>Review of Rectification Plan [CCS/Buyer]</b> |                                                          |        |  |
| Outcome of review                               | [Plan Accepted] [Plan Rejected] [Revised Plan Requested] |        |  |
| Reasons for Rejection (if applicable)           | [add reasons]                                            |        |  |
| Signed by [CCS/Buyer]                           |                                                          | Date:  |  |



# Joint Schedule 11 (Processing Data)

## Definitions

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

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

## Status of the Controller

- . The Parties acknowledge that for the purposes of the Data Protection Legisla-  
tion, the nature of the activity carried out by each of them in relation to their  
respective obligations under a Contract dictates the status of each party under  
the DPA 2018. A Party may act as:
  - ( ) “Controller” in respect of the other Party who is “Processor”;
  - ( ) “Processor” in respect of the other Party who is “Controller”;
  - ( ) “Joint Controller” with the other Party;
  - ( ) “Independent Controller” of the Personal Data where the other Party is also  
“Controller”,

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

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

- . Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- . The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- . The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

- ( ) a systematic description of the envisaged Processing and the purpose of the Processing;
- ( ) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
- ( ) an assessment of the risks to the rights and freedoms of Data Subjects; and
- ( ) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

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

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- ( ) 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;
- ( ) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

- ( ) nature of the data to be protected;
- ( ) harm that might result from a Personal Data Breach;
- ( ) state of technological development; and
- ( ) cost of implementing any measures;

- ( ) ensure that :

- ( ) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
- ( ) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- ( ) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;

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- ( ) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
- ( ) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
- ( ) have undergone adequate training in the use, care, protection and handling of Personal Data;

- ( ) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- ( ) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
- ( ) the Data Subject has enforceable rights and effective legal remedies;
- ( ) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- ( ) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

- ( ) 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.

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- . 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:

- ( ) receives a Data Subject Access Request (or purported Data Subject Access Request);
- ( ) receives a request to rectify, block or erase any Personal Data;
- ( ) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- ( ) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
- ( ) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- ( ) becomes aware of a Personal Data Breach.

- . The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- . Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

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

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- ( ) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- ( ) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- ( ) assistance as requested by the Controller following any Personal Data Breach; and/or
- ( ) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

- . The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- ( ) the Controller determines that the Processing is not occasional;
- ( ) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- ( ) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

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- ( ) notify the Controller in writing of the intended Subprocessor and Processing;
- ( ) obtain the written consent of the Controller;
- ( ) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
- ( ) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

- . The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- . The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- . The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### Where the Parties are Joint Controllers of Personal Data

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

### Independent Controllers of Personal Data

- . With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- . Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- . Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal

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Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

- . The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- . The Parties shall only provide Personal Data to each other:

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

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



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- ( ) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- ( ) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

- ( ) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
- ( ) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

- . Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

- ( ) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
- ( ) implement any measures necessary to restore the security of any compromised Personal Data;
- ( ) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

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- ( ) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

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

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**Annex 1 - Processing Personal Data**

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

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

Post: UK Health Security Agency, 5th floor, 10 South Colonnade, London, E14 4PU

Contact: [REDACTED]

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

Post: Davy Avenue, Milton Keynes, Buckinghamshire,  
MK5 8NL

Contact: [REDACTED]

- . The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- . Any such further instructions shall be incorporated into this Annex.

| Description                                               | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identity of Controller for each Category of Personal Data | <p>The Parties acknowledge that they are independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>▪ Contact details of any employees, agents, consultants and contractors of the Authority (excluding the Supplier Personnel) engaged in the performance of the Authority's duties under the Framework Agreement for which the Authority is the Controller;</li> <li>▪ Contact details of Supplier Personnel for which the Supplier is the Controller.</li> </ul> |
| Duration of the Processing                                | <i>For the duration of this Call-Off Agreement (and then for a further period not exceeding 7 years from the termination or the expiry of the Contract so as to deal with any legal claims or other issues arising from the Contract).</i>                                                                                                                                                                                                                                                                                                     |
| Nature and purposes of the Processing                     | <i>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</i>                                                                                                                                                                                                                                                                       |

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|                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                            | <p><i>combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose of the Processing is to facilitate the provision of services by the Supplier to Authority under this Call-Off Contract.</i></p>                                                                                                                                                                                                                                             |
| Type of Personal Data                                                                                                                                                      | <p><i>Personally identifiable data and contact details of each Party's personnel engaged in the performance of obligations and day to day management and administration of the Contract such as:</i></p> <ul style="list-style-type: none"> <li>▪ <i>Full name</i></li> <li>▪ <i>Job title</i></li> <li>▪ <i>Organisation name</i></li> <li>▪ <i>Business/workplace address</i></li> <li>▪ <i>Business/workplace email address</i></li> <li>▪ <i>Business/workplace telephone/mobile number(s)</i></li> </ul> |
| Categories of Data Subject                                                                                                                                                 | <p><i>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, etc.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                |
| <p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p> | <p><i>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. Each Party shall destroy any Personal Data of the type outlined above as soon as it is no longer required for the duration and purposes outlined above</i></p>                                                                                                                                                            |

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## **Joint Schedule 13 (Continuous Improvement)**

### **1. Relevant Authority's Rights**

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

### **2. Supplier's Obligations**

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Relevant Authority's costs (including the Charges /Framework Prices) and/or improving the quality and efficiency of the Deliverables and their supply to the Relevant Authority.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables.
- 2.3 This may include regular reviews with the Relevant Authority of the Deliverables and the way it provides them, with a view to reducing the Relevant Authority's costs (including the Charges/ Framework Prices) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Relevant Authority must provide each other with any information relevant to meeting this objective.
- 2.4 In addition to Paragraph 2.1, the Supplier may be requested by the Relevant Authority to produce at the start of each Contract (or where otherwise specified in the Order Form) a plan for improving the provision of the Deliverables and/or reducing the Charges/Framework Prices (without adversely affecting the performance of this Contract) ("**Continuous Improvement Plan**") for the Relevant Authority's approval. The Continuous Improvement Plan must include, as a minimum, proposals:
  - 2.4.1 identifying the emergence of relevant new and evolving technologies;
  - 2.4.2 changes in business processes of the Supplier or the Relevant Authority and ways of working that would provide cost savings and/or enhanced benefits to the Relevant Authority (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.4.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.4.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Relevant Authority in meeting their sustainability objectives.

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- 2.5 The initial Continuous Improvement Plan may be requested by the Relevant Authority during the first (1<sup>st</sup>) Contract Year and where applicable, shall be submitted by the Supplier to the Relevant Authority for approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.6 The Relevant Authority reserves the right to request the initial Continuous Improvement Plan at any time during the Contract Period which may be after the first (1<sup>st</sup>) Contract Year, where it is deemed to be beneficial.
- 2.7 The Relevant Authority shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.8 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.9 If the Relevant Authority wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.10 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph 2.7
  - 2.10.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 2.10.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.11 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first Continuous Improvement Plan has been approved) in accordance with the procedure and timescales set out in Paragraph 2.4.
- 2.12 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.13 Should the Supplier's costs in providing the Deliverables to the Relevant Authority be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Relevant Authority by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.14 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Relevant Authority deems

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gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

**Joint Schedule 14 (Benchmarking)****1. DEFINITIONS**

**1.1.** In this Schedule, the following expressions shall have the following meanings:

|                                   |                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Benchmark Review"</b>         | a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;                                                                                                                                                                                                                |
| <b>"Benchmarked Deliverables"</b> | any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;                                                                                                                                                                                                                                                            |
| <b>"Comparable Rates"</b>         | the Charges for Comparable Deliverables;                                                                                                                                                                                                                                                                                                               |
| <b>"Comparable Deliverables"</b>  | deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark; |
| <b>"Comparison Group"</b>         | a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;                   |
| <b>"Equivalent Data"</b>          | data derived from an analysis of the Comparable Rates and/or the Comparable                                                                                                                                                                                                                                                                            |



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|                         |                                                                                                                                                                                                                                                                              |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         | Deliverables (as applicable) provided by the Comparison Group;                                                                                                                                                                                                               |
| <b>"Good Value"</b>     | that the Benchmarked Rates are within the Upper Quartile; and                                                                                                                                                                                                                |
| <b>"Upper Quartile"</b> | in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables. |

**2. When you should use this Schedule**

- 2.1.** The Supplier acknowledges that the Relevant Authority wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2.** This Schedule sets to ensure the Contracts represent value for money throughout and that the Relevant Authority may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3.** The Relevant Authority and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 2.4.** Amounts payable under this Schedule shall not fall with the definition of a Cost.

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### **3. Benchmarking**

#### **3.1. How benchmarking works**

3.1.1. The Relevant Authority may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.

3.1.2. The Relevant Authority shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

3.1.3. The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

3.1.4. The Deliverables that are to be the Benchmarked Deliverables will be identified by the Relevant Authority in writing.

3.1.5. Upon its request for a Benchmark Review the Relevant Authority shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Relevant Authority may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

3.1.6. The cost of a benchmarker shall be borne by the Relevant Authority (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Relevant Authority.

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### **3.2. Benchmarking Process**

3.2.1. The benchmarker shall produce and send to the Relevant Authority, for Approval, a draft plan for the Benchmark Review which must include:

- a) a proposed cost and timetable for the Benchmark Review;
- b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
- c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2. The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3. The Relevant Authority must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4. Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5. Once it has received the Approval of the draft plan, the benchmarker shall:

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a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

i. market intelligence;

ii. the benchmarker's own data and experience;

iii. relevant published information; and

iv. pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

c) using the Equivalent Data, calculate the Upper Quartile;

d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6. The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7. In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative

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assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- b) exchange rates;
- c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

### **3.3. Benchmarking Report**

3.3.1. For the purposes of this Schedule "Benchmarking Report" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2. The benchmarker shall prepare a Benchmarking Report and deliver it to the Relevant Authority, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and

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- c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3. The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Relevant Authority in accordance with Clause 24 of the Core Terms (Changing the contract).

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