

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

PART B: Direct Award Order Form

Section A

CALL-OFF REFERENCE:	BTNS200385
THE BUYER:	The Lord Chancellor acting on behalf of the Crown
BUYER ADDRESS	5 Wellington Place, Leeds, LS1 4AP
SUPPLIER REFERENCE	RM3808-L4-BT0043 and RM3808-L4-BT0016
THE SUPPLIER:	BRITISH TELECOMMUNICATIONS PLC
SUPPLIER ADDRESS:	81, NEWGATE STREET, LONDON, EC1A 7AJ
REGISTRATION NUMBER:	1800000
DUNS NUMBER:	22 701 5716
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and the date will be the date on which the final Party has signed the Contract.

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 4: Inbound telephony services

Section B

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)

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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3. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

- 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)

Call-Off Schedules for BTNS200385 for National Payment Line Services

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 5 (Pricing Detail)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 11 (Installation Works)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 20 (Call-Off Specification) – see Annex 1

4. CCS Core Terms (version 3. 0.4)
5. Joint Schedule 5 (Corporate Social Responsibility)

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.

Section C

CALL-OFF SPECIAL TERMS

Special Term 1 – Welsh Language Requirements

The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Buyer to the extent that the same relate to the provision of the Services.

The following definition shall be added to Joint Schedule 1 “Definitions V1”

“**Welsh Language Scheme**” means the Buyer’s Welsh language scheme as amended from time to time and available at <http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

Special Term 2 – Exclusivity

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

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The Authority does not guarantee the Supplier any exclusivity, quantity, or value of Deliverables required under this Call-Off Contract.

Special Term 3 – Call-Off Schedules

The Supplier will provide the Buyer with a draft exit plan within 3 months of the Call-Off Start Date and exit assistance at the end of the contract.

CALL-OFF START DATE 14 December 2020

CALL-OFF EXPIRY DATE 14 December 2022

CALL-OFF INITIAL PERIOD 24 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 24 Months

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

90 days

CATALOGUE SERVICE OFFER REFERENCE:

RM3808-L4-BT0043-A and RM3808-L4-BT0016-A

Section D

CALL-OFF DELIVERABLES

Provision of National Payment Line Services as described in the Service Offer reference above.

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 [REDACTED]

Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here.

CALL-OFF CHARGES

In accordance with Call-Off Schedule 5 (Pricing Details), the charges are set out in the attached table.

[REDACTED]

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

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The Charges will not be impacted by any change to the Framework Prices.

Section E**REIMBURSABLE EXPENSES**

Not Applicable.

PAYMENT METHOD

Direct Debit

BT "ONEBILL" NUMBER

VPxxxxxx70

BUYER'S INVOICE ADDRESS:**[REDACTED]**

HMCTS – Centralised Business Account
102 Petty France
London
SW1H 9AJ

BUYER'S AUTHORISED REPRESENTATIVE**[REDACTED]**

5 Wellington Place, Leeds, LS1 4AP

Section F**BUYER'S ENVIRONMENTAL POLICY**

Documents are available online at: <https://www.gov.uk/guidance/ministry-of-justice-and-the-environment>

ADDITIONAL INSURANCES

Not Applicable.

GUARANTEE

Not Applicable.

SOCIAL VALUE COMMITMENT

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

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:
Parts C (No Staff Transfer on Start Date) and E (Staff Transfer on Exit) will apply to this Contract.

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Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

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QUALITY PLAN

Not Applicable.

MAINTENANCE OF ICT ENVIRONMENT

Not Applicable.

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 see BT Business Continuity & Disaster Recovery Plan attached.

[REDACTED]

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9 see BT Security Management Plan attached

[REDACTED]

BUYER'S SECURITY POLICY

Contractors providing goods or services to the Ministry of Justice are bound by the Official Secrets Acts 1911 to 1989. The 1989 Act makes it an offence for any person employed by a government contractor to disclose any document or information which is likely to result in the commission of an offence or facilitate an escape from legal custody or the doing of any other act prejudicial to the safekeeping of persons in legal custody.

The contractor's Staff will also be subject to a general obligation of confidentiality in respect of information acquired through providing the Services and will be required to sign a Confidentiality Undertaking.

The Ministry of Justice will also exercise the right usually given in government contracts, requiring the contractor to identify all members of his staff who will be involved in fulfilling the contract. The contractor may be required to supply other information the Ministry of Justice may require for determining whether there is any objection to a particular member of his staff being admitted to Ministry of Justice premises. The Ministry of Justice will have the right to exclude any person specified by the Ministry of Justice from those premises.

All contractors would be required to comply with the statements set out above.

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

See BT Security Management Plan

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Where applicable, this will be shown in the BT Service Offer, section 4 of

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RM3808-L4-BT0043 and RM3808-L4-BT0016.

Section G

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Section H

PROGRESS REPORT FREQUENCY

Monthly MI and KPI reporting.

PROGRESS MEETING FREQUENCY

Monthly Performance Review meeting

Quarterly Strategic Review meeting

OPERATIONAL BOARD

An operational board will be in place for the duration of this contract.

KEY STAFF

Key Role	Key Staff	Contract Details
Account Manager/Director	May vary	Primary business interface between Supplier and Buyer
Contract Manager	May vary	Responsible for in-life commercial operations e.g. pricing, billing
Client Service Manager	May vary	Responsible for in-life service delivery

KEY SUBCONTRACTOR(S)

Eckoh plc

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

RM3808-L4-BT0043-A and RM3808-L4-BT0016 Price Card data

The Service Description, Conditions on the Buyer, Outline Implementation Plan & Service Level Agreement applicable to the delivery of the Service and the associated pricing are as set out in the Supplier's Service Offer with reference code

RM3808-L4-BT0043-A (Service Offer), RM3808-L4-BT0043-A (Price Card) and RM3808-L4-BT0016-B (Service Offer) RM3808-L4-BT0016-B (Price Card),

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

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Annex 1 – Call-Off Schedule 20: Call-Off Specification is provided below to the extent applicable

[REDACTED]

Call-Off Schedule 14 (Service Levels)

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Annex 2 – Supplier Service Offer and Price Card

[REDACTED]

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.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance – KPI's	KPI Report	Various formats which will allow the Key Performance Indicators to be measured against.	Monthly
Key Subcontractors – subcontractors MI	MI from subcontract or	Various Microsoft programmes from the subcontractor who provide the IVR element of this contract	Monthly
Performance – Monthly Review	Meeting – virtual or face to face	<ol style="list-style-type: none">1. Review of actions from previous meeting2. Supplier to present on the previous month's performance and trends in relation to IVR services3. Supplier to present on the previous month's performance and trends in relation to phone lines4. Identification of service improvements and allocation of responsibilities5. Escalation of business as usual (BAU) issues - BAU issues are to be addressed in line with standard procedure, this is	Monthly

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		not a meeting to review granular, day-to-day issues unless they require escalating due to severity of impact on the service or a lack of response. 6. Ensure application of volume banded pricing	
Performance – Quarterly Review	Meeting – face to face once a quarter	1. Review the strategic direction of the contract. 2. Discuss global changes within MOJ/supplier that could impact the contract 3. Set long term objectives for the contract 4. Review the high level performance and improvement strategies 5. Maintain and manage key risks 6. Feedback on supplier performance	Quarterly

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

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"Former Supplier"	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none">(a) their ages, dates of commencement of employment or engagement, gender and place of work;(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;c) the identity of the employer or relevant contracting Party;

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- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Term"

the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Buyer Employees"

those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

"Transferring Former Supplier Employees"

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

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2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- *Part E (Staff Transfer on Exit)*

PART E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):
 - 1.5.1 not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

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- 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the

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- Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph **Error! Reference source not found.** of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the

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Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to

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the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
 - 2.6.1 any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
 - 2.6.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under

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regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

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Call-Off Schedule 4 (Call Off Tender)

This Schedule should be used where the Supplier provides a proposal which the Buyer wants the Supplier to be bound by because it may include elements that are either (i) additional to the Call Off Order requirements; or (ii) indicate a specific methods of achieving the Call Off Order requirements. i.e. where the Further Competition Procedure is used.

Call-Off Schedule 14 (Service Levels)

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Call-Off Schedule 5 (Pricing Details)

[REDACTED]

Call-Off Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Core Network"	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
"Defect"	any of the following: <ul style="list-style-type: none">a) any error, damage or defect in the manufacturing of a Deliverable; orb) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or

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- c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or
- d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"ICT Environment"

the Buyer System and the Supplier System;

"Licensed Software"

all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

"Maintenance Schedule"

has the meaning given to it in paragraph 8 of this Schedule;

"Malicious Software"

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

"New Release"

an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected)

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	while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	<p>means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <ul style="list-style-type: none">a) the Deliverables are (or are to be) provided; orb) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; orc) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

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"Specially Written Software"

any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

"Supplier System"

the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

2. When this Schedule should be used

- 2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT services which are part of the Deliverables.

3. Buyer due diligence requirements

- 3.1. This paragraph 3 applies where the Buyer has conducted a Further Competition Procedure. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 3.1.2. operating processes and procedures and the working methods of the Buyer;
 - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;

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- 3.2.2. each aspect, if any, of the Operating Environment where the provision of the Services will be subject to site surveys, wayleaves and/or any other consents not yet granted;
- 3.2.3. the actions needed to remedy each such unsuitable aspect; and
- 3.2.4. a timetable for and the costs of those actions.

4. Software warranty

- 4.1. The Supplier represents and warrants that:
 - 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
 - 4.1.2. all components of the Specially Written Software shall:
 - 4.1.2.1. be free from material design and programming errors;
 - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
 - 4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

- 5.1. The Supplier shall:
 - 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
 - 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
 - 5.1.3. ensure that the Supplier System will be free of all encumbrances;
 - 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
 - 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, and within the timescales specified by the Buyer, develop, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN

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ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

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

8. Maintenance of the ICT Environment

- 8.1. The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that

the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Intellectual Property Rights in ICT

9.1. Assignments granted by the Supplier: Specially Written Software

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

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

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

9.1.2. The Supplier shall:

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

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

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

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

9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer

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

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use, adapt, and sub-license the same

for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call-Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

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

- 9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

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

9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.2 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days

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after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

9.3. Licences for COTS Software by the Supplier and third parties to the Buyer

9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

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

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

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

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

9.3.4.2. will no longer be made commercially available.

9.4. Buyer's right to assign/novate licences

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

9.4.1.1. a Central Government Body; or

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

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

9.5. Licence granted by the Buyer

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

9.6. Open Source Publication

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

9.6.1.1. suitable for publication by the Buyer as Open Source; and

9.6.1.2. based on Open Standards (where applicable),

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

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

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

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

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

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

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

9.6.2.6. do not contain any Malicious Software.

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

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

9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on

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such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7. Malicious Software

- 9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
 - 9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
 - 9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

10. Supplier-Furnished Terms

10.1. Software Licence Terms

- 10.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Part 1A of Call-Off Schedule 21.
- 10.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Part 1B of Call-Off Schedule 21.

11. CUSTOMER PREMISES

11.1 Licence to occupy Buyer Premises

- 11.1.1 Any Buyer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call-Off Contract. The Supplier shall have the use of such Buyer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or

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abandonment of this Call-Off Contract and in accordance with Call-Off Schedule 10 (Exit Management).

11.1.2 The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.

11.1.3 Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call-Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.

11.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

11.1.5 The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

11.2 Security of Buyer Premises

11.2.1 The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

11.2.2 The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

12. Buyer Property

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- 12.1 Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.
- 12.2 The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.
- 12.3 The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Subcontractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.
- 12.4 The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.
- 12.5 The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.
- 12.6 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call-Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.
- 12.7 The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by an Authority Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

13. Supplier Equipment

- 13.1 Unless otherwise stated in the Order Form (or elsewhere in this Call-Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.

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- 13.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 13.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
- 13.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
- 13.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.
- 13.7 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
- 13.7.1 remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and
 - 13.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

PART A: Supplier BCDR Plan

1. BCDR Plan

- 1.1 Where the Buyer has not specified a bespoke BCDR Plan in accordance with Part B as part of a Further Competition Procedure, the Supplier's BCDR Plan at Annex 1 to this Part A will apply.
- 1.2 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.3 The Supplier's BCDR Plan shall as a minimum detail the processes and arrangements that the Supplier shall follow to:
 - 1.3.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 1.3.2 the recovery of the Deliverables in the event of a Disaster.

PART A: ANNEX 1 Supplier BCDR Plan

[Guidance Note: Append the Supplier's submitted BCDR Plan from the Tender.]

PART B: Bespoke BCDR Plan

1. Introduction

- 1.1 The following paragraphs 2 to 10 shall apply where the Buyer has as part of a Further Competition required that the Supplier provides a bespoke BCDR Plan.

2. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 3.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 3.3.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 3.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 7.2 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 7.3 of this Schedule;

3. BCDR Plan

- 3.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 3.2 At least **insert figure (Insert figure)** Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written

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approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:

- 3.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 3.2.2 the recovery of the Deliverables in the event of a Disaster.
- 3.3 The BCDR Plan shall be divided into three sections:
 - 3.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 3.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 3.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 3.4 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.

4. General Principles of the BCDR Plan (Section 1)

- 4.1 Section 1 of the BCDR Plan shall:
 - 4.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 4.1.2 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;
 - 4.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 4.1.4 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;
 - 4.1.5 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;
 - 4.1.6 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;

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- (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;
- 4.1.7 provide for documentation of processes, including business processes, and procedures;
- 4.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 4.1.9 identify the procedures for reverting to "normal service";
- 4.1.10 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;
- 4.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 4.1.12 provide for the provision of technical assistance to key contacts at the Buyer as reasonably required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 4.2 The BCDR Plan shall be designed so as to ensure that:
 - 4.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 4.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 4.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 4.2.4 it details a process for the management of disaster recovery testing.
- 4.3 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.
- 4.4 The Supplier shall not be entitled to any relief from its obligations under the 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.

5. Business Continuity (Section 2)

- 5.1 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:
 - 5.1.1 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

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- 5.1.2 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.
- 5.2 The Business Continuity Plan shall:
 - 5.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 5.2.2 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;
 - 5.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 5.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

6. Disaster Recovery (Section 3)

- 6.1 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.
- 6.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 6.2.1 loss of access to the Buyer Premises;
 - 6.2.2 loss of utilities to the Buyer Premises;
 - 6.2.3 loss of the Supplier's helpdesk;
 - 6.2.4 loss of a Subcontractor;
 - 6.2.5 emergency notification and escalation process;
 - 6.2.6 contact lists;
 - 6.2.7 staff training and awareness;
 - 6.2.8 BCDR Plan testing;
 - 6.2.9 post implementation review process;
 - 6.2.10 any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 6.2.11 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;

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

6.2.13 testing and management arrangements.

7. Review and changing the BCDR Plan

7.1 The Supplier shall review the BCDR Plan:

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

7.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 9; and

7.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 7.1.1 and 7.1.2 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.

7.2 Each review of the BCDR Plan pursuant to Paragraph 7.1 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.

7.3 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.

7.4 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.

7.5 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.

8. Testing the BCDR Plan

- 8.1 The Supplier shall test the BCDR Plan:
 - 8.1.1 regularly and in any event not less than once in every Contract Year;
 - 8.1.2 in the event of any major reconfiguration of the Deliverables;
 - 8.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 8.5.1 the outcome of the test;
 - 8.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 8.5.3 the Supplier's proposals for remedying any such failures.
- 8.6 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.

9. Invoking the BCDR Plan

- 9.1 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.

10. Circumstances beyond your control

- 10.1 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.

PART B: ANNEX 1 Bespoke BCDR Plan

[Guidance Note: Where applicable, append the bespoke BCDR Plan.]

Call-Off Schedule 9 (Security)

PART B: Long Form Security Requirements

11. Definitions

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

"Breach of Security"

means the occurrence of:

- a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
- 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 requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;

"ISMS"

the information security management system and process developed by the Supplier in accordance with Paragraph 13 (ISMS) as updated from time to time in accordance with this Schedule; and

"Security Tests"

tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

12. Security Requirements

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

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- 12.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 12.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- 12.3.1 [insert security representative of the Buyer]
- 12.3.2 [insert security representative of the Supplier]
- 12.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 12.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 12.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 12.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 12.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

13. Information Security Management System (ISMS)

- 13.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 13.4 to 13.6.
- 13.2 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 the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 13.3 The Buyer acknowledges that;
- 13.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
- 13.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.

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13.4 The ISMS shall:

13.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, 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, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) 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;

13.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph **Error! Reference source not found.**;

13.4.3 at all times provide a level of security which:

- (a) is in accordance with the Law and this Contract;
- (b) complies with the Baseline Security Requirements;
- (c) as a minimum demonstrates Good Industry Practice;
- (d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
- (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
- (f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk/>);
- (g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
- (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
- (i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
- (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph **Error! Reference source not found.**;

13.4.4 document the security incident management processes and incident response plans;

13.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of

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exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

13.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).

- 13.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 13.4 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.
- 13.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 13.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 13.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall 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 the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 13 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 13.4 to 13.6 shall be deemed to be reasonable.
- 13.8 Approval by the Buyer of the ISMS pursuant to Paragraph 13.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

14. Security Management Plan

- 14.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph **Error! Reference source not found.** fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 14.2.
- 14.2 The Security Management Plan shall:

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- 14.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
- 14.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
- 14.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 14.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) 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;
- 14.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) 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;
- 14.2.6 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 delivery of the Deliverables and 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 Schedule (including the requirements set out in Paragraph 13.4);
- 14.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 14.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 14.2.9 set out the scope of the Buyer System that is under the control of the Supplier;

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- 14.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 14.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 14.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 14.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall 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 the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 14.2 shall be deemed to be reasonable.
- 14.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 14.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

15. Amendment of the ISMS and Security Management Plan

- 15.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 15.1.1 emerging changes in Good Industry Practice;
 - 15.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 15.1.3 any new perceived or changed security threats;
 - 15.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
 - 15.1.5 any new perceived or changed security threats; and
 - 15.1.6 any reasonable change in requirement requested by the Buyer.
- 15.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 15.2.1 suggested improvements to the effectiveness of the ISMS;

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Model Version: v3.0

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- 15.2.2 updates to the risk assessments;
 - 15.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 15.2.4 suggested improvements in measuring the effectiveness of controls.
- 15.3 Subject to Paragraph 15.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 15.1, a Buyer request, a change to Annex nex **1** (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 15.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or 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.

16. Security Testing

- 16.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 16.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 16.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 16.4 Where any Security Test carried out pursuant to Paragraphs 16.2 or 16.3 reveals any actual or potential Breach of Security or weaknesses (including

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un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

- 16.5 If any repeat Security Test carried out pursuant to Paragraph 16.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

17. Complying with the ISMS

- 17.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 17.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 17.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

18. Security Breach

- 18.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 18.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 18.1, the Supplier shall:

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18.2.1 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 or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
- (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

18.3 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 ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

19. Vulnerabilities and fixing them

19.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.

19.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

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- 19.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
 - 19.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 19.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
- 19.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 19.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 19.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 19.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 19.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
 - 19.4.2 is agreed with the Buyer in writing.
- 19.5 The Supplier shall:
- 19.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 19.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;

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- 19.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 19.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 13.4.5;
 - 19.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 19.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 19.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
 - 19.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 19.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 19.7 A failure to comply with Paragraph 19.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

PART B Annex 1: Baseline security requirements

20. Handling Classified information

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group ("CESG") to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the CESG End User Devices Platform Security Guidance (<https://www.gov.uk/government/publications/end-user-device-strategy-security-framework-and-controls>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
 - 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA.

4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.

5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification (<https://www.ncsc.gov.uk/articles/cesg-certification-ia-professionals-and-guidance-certification-ia-professionals-documents>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

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

6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.

6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.

6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

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6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

8.1.3 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

8.1.4 The Supplier shall retain audit records collected in compliance with this Paragraph 0 for a period of at least 6 Months.

PART B Annex 2: Security Management Plan

[REDACTED]

Call-Off Schedule 11 (Installation Works)

1. When this Schedule should be used

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.

2. How things must be installed

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:
 - 2.1.1. accept the Installation Works, or
 - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1.1. Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2, the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Call-Off Schedule 14 (Service Levels)

21. Introduction

- 21.1 The Buyer will specify in the Order Form at Further Competition whether Part A or Part B to this Schedule applies.
- 21.2 Where the Buyer has not conducted a Further Competition Part B to this Schedule will apply.

22. Definitions

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

“Achieved Service Level” means the actual level of performance of a Service achieved by the Supplier in relation to a Service Level Performance Criteria for a Service Period;

“Agreed Service Time” means the period during which the Supplier ensures the Services are Available to the Buyer;

“Available” a Service shall be “Available” when the Buyer’s end users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shall be construed accordingly;

“Call-Off Contract Year” means a consecutive period of twelve (12) Months commencing on the Call-Off Start Date or each anniversary thereof;

“Critical Service Level Failure” takes the meaning;

- a) Specified by the Buyer where the Buyer selects Part A to this Call-Off Schedule 14; or
- b) any instance of critical service level failure specified in Annex 2 to Part B of this Schedule where the Buyer selects Part B to this Schedule;

“Downtime” means any period of time within the Agreed Service Time during which a Service is not Available, excluding Planned Downtime;

“Imposed Carrier Downtime” means time during which the Supplier is prevented from supplying the Services due to unavailability of an underlying telecommunications service from a third-party provider on which the Services are dependent.

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In any instance where the Supplier claims Imposed Carrier Downtime, the Supplier must be able to provide evidence to the satisfaction of the Buyer that the interruption to the Services was in fact due in its entirety to unavailability of the underlying service;

“Incident”

means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect the Services in the future;

“Incident Resolution Time”

means the time taken by the Supplier to Resolve an Incident, as set out in this Schedule;

“Planned Downtime”

means the time agreed in advance in writing by the Supplier and Buyer within the Agreed Service Time when a Service is not Available;

“Provisioning”

means the time taken from the placement of an Order for a Service or part thereof until the Service is Available to the Buyer and Provision shall be construed accordingly;

“Resolution”

means an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident or to implement a workaround, such that the Services are returned to being Available. Resolve and Resolved shall be construed accordingly;

“Service Credit Cap”

means:

(a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year fifteen thousand pounds (£15,000); and

(b) during the remainder of the Call-Off Contract Period, thirty five per cent (35%) of the Call-Off Contract Charges payable to the Supplier under this Call-Off Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued;

unless otherwise stated in the Order Form during a Further Competition.

“Service Credits”

a) any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the

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Buyer in respect of any failure by the Supplier to meet one or more Service Levels; or

- b) any service credits specified in the Annex to Part B 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 Desk” means the single point of contact set up and operated by the Supplier to log, monitor and escalate Incidents, Incident Resolutions and Service Requests;

“Service Failure Threshold” means the level of performance of a Service which becomes unacceptable to the Buyer, including as set out in each Service Level Performance Criteria and where the Supplier fails to provide the Services in accordance with this Contract;

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

“Service Level Performance Criteria” means the criteria identified in either;

- a) Annex 1 to Part A of this Schedule; or
- b) paragraph 3.6 of Part B of this Schedule, against which the individual metrics are assessed;

depending upon whether Part A or Part B is selected by the Buyer

“Service Levels” means any service levels applicable to the provision of the Services under this Call-Off Contract specified in Call-Off Schedule 14 (Service Levels);

“Service Level Threshold” shall be as set out against the relevant Service Level Performance Criteria in Annex 1 of Part A, or Annex 1 of Part B, of this Schedule depending upon which option is selected by the Buyer;

“Service Period” means a recurrent period of one month during the Call-Off Contract Period, unless otherwise specified in the Order Form;

“Unavailable” in relation to a Service, means that the Service is not Available;

23. What happens if you don't meet the Service Levels

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

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- 23.1 **The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Threshold for each Service Level.**
- 23.2 **The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A or Part B of this Schedule, as appropriate, 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 Threshold.**
- 23.3 **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 C (Performance Monitoring) of this Schedule.**
- 23.4 **A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:**
 - 23.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 23.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Failure 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
 - 23.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights).

24. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 24.1 **any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and**
- 24.2 **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 24 shall be without prejudice to the right of the Buyer to terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights) and/or to claim damages from the Supplier for material Default.

PART A: Short Form Service Levels and Service Credits

25. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Threshold; or

1.2 is likely to cause or causes a Critical Service Level 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:

- 1.2.1 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;**
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;**
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or**
- 1.2.4 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

2.1 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 Service Period.

2.2 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 1 to Part A of this Call-Off Schedule.

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PART A Annex 1: Short Form Services Levels and Service Credits Table

Service Description	Performance Indicator Target	Actual			
Provision of transactional payment data	100% - day of transaction	% Day 1	% Day 2	% Day 3	
		100.00%	100.00%	100.00%	
Payment Transaction Data Queries - missing transactional data, receipt for payment made	80% of queries responded to within 4 hours of notification	% 4 hrs	% 8 hrs	% 24 hrs	
	100% of queries responded to within 8 hours of notification	100.00%	0.00%	0.00%	
Payment Queries - missing payment, no receipt for payment made	80% of queries responded to within 4 hours of notification	% 4 hrs	% 8 hrs	% 24 hrs	% > 24 hrs
	90% of queries responded to within 8 hours of notification 100% of queries responded to within 24 hours of notification	100.00%	0.00%	0.00%	0.00%
Payment Queries - missing payment, no receipt for payment made	Volume of Queries	Per Month			
		<50			
Error Resolution - Unplanned system downtime	80% of queries responded to within 4 hours of notification	% 4 hrs	% 8 hrs	% 24 hrs	% > 24 hrs
	90% of queries responded to within 8 hours of notification 100% of queries responded to within 24 hours of notification	100.00%	0.00%	0.00%	0.00%
Error Resolution - Unplanned system downtime	Volume of Queries	Per Month			
		0			
Error Resolution - Unplanned system downtime	Average length of downtime	No. of Hours			
		0			
Network / System Availability - Payment Line and reporting tools & systems	99.95%	% Achieved			
		100.00%			
Helpdesk Support Mon - Fri, 09:00 to 22:00 Exc Bank Holidays	95% queries resolved within 24 hours 100% queries resolved within 48 hours	% 24 hrs	% 48 hrs	% > 48 hrs	
		100.00%	100.00%	0.00%	

PART B: Long Form Service Levels and Service Credits

26. General provisions

- 26.1 The Supplier shall provide support and advice, when required by the Buyer, on matters relating to:
 - 26.1.1 Availability of the Services;
 - 26.1.2 quality of the Services;
 - 26.1.3 provisioning;
 - 26.1.4 essential downtime
 - 26.1.5 Buyer support;
 - 26.1.6 complaints handling; and
 - 26.1.7 accurate and timely invoices.
- 26.2 The Supplier accepts and acknowledges that failure to meet the Service Level Threshold set out in this Part B of this Call-Off Schedule will result in Service Credits being due to the Buyer.

27. Principal points

- 27.1 The objectives of the Service Levels and Service Credits are to:
 - 27.1.1 incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously;
 - 27.1.2 ensure that the Services are of a consistently high quality and meet the requirements of the Buyer;
 - 27.1.3 provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and

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27.1.4 provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

27.2 The Parties acknowledge that:

27.2.1 The Buyer will, in all cases, prefer to receive the Services within the Service Levels in preference to receiving the Service Credits; and

27.2.2 the Supplier shall, in all cases, seek to deliver the Services within the Service Levels in preference to accepting a liability for Service Credits.

28. Service Levels

28.1 The Supplier shall monitor its performance under this Call-Off Contract by reference to the relevant Service Level Performance Criteria for achieving the Service Levels and shall send the Buyer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part C (Performance Monitoring) of this Call-Off Schedule.

28.2 The Supplier shall, at all times, provide the Services in such a manner that the Service Level Thresholds are achieved.

28.3 If the level of performance of the Supplier of any element of the provision by it of the Services during the Call-Off Contract period:

28.3.1 is likely to or fails to meet any Service Level Threshold; or

28.3.2 is likely to cause or causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without prejudice to any other of its rights howsoever arising may:

(A) 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; and

(B) If the action taken under paragraph (A) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Buyer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or

(C) If a Service Level Failure has occurred, deduct from the Call-Off Contract Charges the applicable Service Credits payable by the Supplier to the Buyer in accordance with the calculation formula set out in Annex 1 of this Part B of this Call-Off Schedule; or

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(D) If a Critical Service Level Failure has occurred, exercise its right to compensation for such non-availability of Services via this Call-Off Contract.

28.4 Approval and implementation by the Buyer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Buyer.

28.5 The Buyer may enhance or otherwise modify the Service Levels required during a Further Competition Procedure.

28.6 The Services are subject to the following four Service Level Performance Criteria as set out in paragraph 6 of this Part B of Call-Off Schedule 14:

28.6.1 Availability;

28.6.2 Incident Resolution;

28.6.3 Quality; and

28.6.4 Provisioning.

29. Agreed Service Time

29.1 The Services will be made Available by the Supplier to the Buyer during the Agreed Service Time.

29.2 The Agreed Service Time applied to the Services will be determined by the Service Maintenance Level selected by the Buyer on the Order Form.

29.3 The Service Maintenance Levels and associated Agreed Service Times is set out in the following table:

Service Maintenance Level	Agreed Service Time
Level 1	Monday – Friday (excluding Bank Holidays) 08:00-18:00
Level 2	Monday – Saturday (excluding Bank Holidays) 08:00-18:00
Level 3	Monday – Sunday (including Bank Holidays) 07:00-21:00
Level 4	Monday – Sunday (including Bank Holidays);

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	00:00-23:59 (24 hours per day, 7 days per week)
--	----------------------------------------------------

30. Incidents

30.1 If the Services become Unavailable, the Buyer must report the Unavailability as an Incident to the Service Desk.

30.2 Incidents must be classified to one of the following four severity levels:

Severity Level	Description of impact of Incident
Severity 1	The Services are Unavailable across the entire Buyer's estate
Severity 2	The Services are Unavailable at one of the Buyer's sites
Severity 3	The Services are Unavailable to an individual user
Severity 4	All other Incidents, including any Incidents raised initially at a higher Severity Level that were subsequently deemed to be attributable to the Buyer or in any other way not attributable to the Supplier.

30.2.1 The Supplier shall manage the Incident to resolution in accordance with this Call-Off Schedule, whilst keeping the Buyer appropriately informed of progress.

31. Service Level Performance Criteria

31.1 Availability

31.1.1 The Supplier shall ensure that the Services are Available during the Agreed Service Time.

31.1.2 Achieved Availability is calculated as a percentage of the total time in a Service Period that the Services should have otherwise been Available to the Buyer using the following formula:

$$\text{Achieved Availability \%} = \frac{(\text{MP} - \text{SD}) \times 100}{\text{MP}}$$

Where:

MP means total time within the Agreed Service Time (excluding Planned Downtime, Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period; and

SD means total service downtime within the Agreed Service Time within the relevant Service Period during which a Service and/or part thereof is Unavailable (excluding Planned Downtime,

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Imposed Carrier Downtime and any Unavailability attributable to Severity 3 or Severity 4 Incidents) within the relevant Service Period.

31.2 Incident Resolution

31.2.1 The Supplier shall ensure that Incidents are resolved within the Maximum Incident Resolution Time.

31.2.2 Maximum Incident Resolution Times are determined by the Severity Levels and Service Maintenance Levels as set out in the following table:

Service Maintenance Level	Severity 1; and Severity 2	Severity 3	Severity 4 (Indicative Only)
Level 1	End of next Working Day	5 Working Days	1 Month
Level 2	End of next Working Day	5 Working Days	1 Month
Level 3	Incident reported by 13:00, resolved same day; reported after 13:00, resolved by 13:00 next Working Day	End of next Working Day	15 Working Days
Level 4	6 hours	End of next Working Day	10 Working Days

31.2.3 Each Incident will either be Resolved within the Maximum Incident Resolution Time, or it will not; and will be reported as such by the Supplier. The time taken to resolve the Incident is not material to this Service Level Performance Criteria.

31.2.4 Achieved Incident Resolution is calculated as a percentage of the total number of Incidents in a Service Period that should have been resolved within the Maximum Incident Resolution Time using the following formula:

$$\text{Achieved Incident Resolution \%} = \frac{(\text{TI} - \text{FI}) \times 100}{\text{TI}}$$

Where:

TI means the total number of Incidents raised by the Buyer during the Service Period (excluding Severity 4 Incidents); and

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FI means the total number of Incidents raised by the Buyer during the Service Period that were not resolved within the Maximum Incident Resolution Time (excluding Severity 4 Incidents).

31.2.5 Where an Incident is reported outside the Agreed Service Time, the Incident will be treated as if it has been reported at the beginning of the next Working Day.

31.2.6 The Incident will only be deemed to be Resolved once the Services are Available. However, the Supplier shall not formally close any Incident until the Buyer has confirmed that the Services are Available.

31.3 Quality

31.3.1 The Supplier shall ensure that the Services are delivered of a sufficient quality to meet the provisions of this Call-Off Schedule.

31.3.2 Measurement of answer and response times of the Service Desk will be based on the time taken for the Supplier to respond to the Buyer's call or email. Calls and emails receiving an automated response or calls placed into a queuing system shall be deemed not to have been answered.

31.4 Provisioning

31.4.1 The Services will be provisioned at the outset in accordance with any Implementation Plan and any failure to meet Milestones will be dealt with in accordance with the terms of this Call-Off Contract.

31.4.2 Any delivery of Services or part thereof subsequent to the successful conclusion of the Implementation Plan will be subject to the Service Levels identified in the Variation to this Contract that incorporates those changes; or failing any other agreed Service Level, in accordance with the Supplier's standard provisioning Service Levels.

32. Service Credits

32.1 This section sets out the basic agreed formula used to calculate a Service Credit payable to the Buyer as a result of a Service Level Failure in a given Service Period.

32.2 Service Credit payments are subject to the Service Credit Cap.

32.3 Annex 1 to this Part B of this Call-Off Schedule details the Service Credits available for each Service Level Performance Criterion in the event that the applicable Service Level Threshold is not met by the Supplier.

32.4 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier under Part C (Performance Monitoring) of this Call-Off

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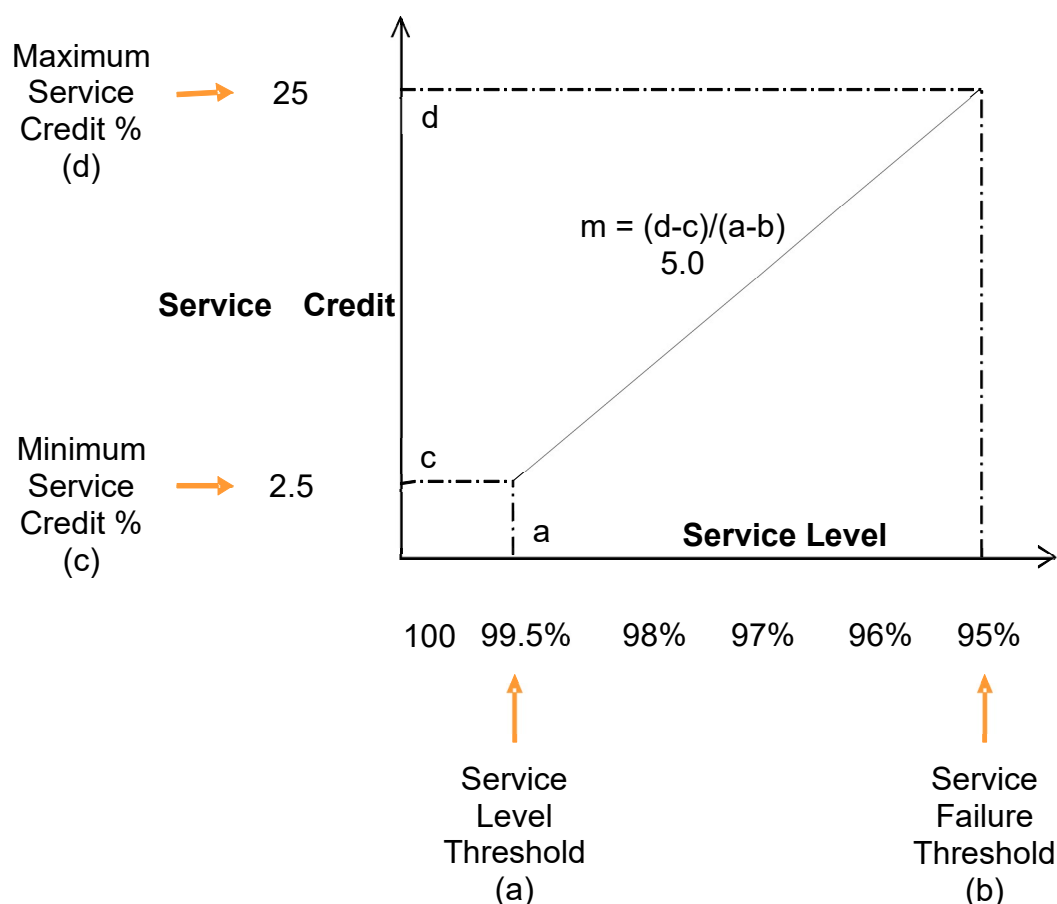
Schedule to verify the calculation and accuracy of any Service Credits applicable to each Service Period.

- 32.5 Service Credits are a reduction of the amounts payable in respect of the Services 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 Annex 1 of Part B of this Call-Off Schedule.
- 32.6 The amount of Service Credit is determined by the tables in Annex 1 of this Part B of Call-Off Schedule 14, using the calculated Achieved Service Level Performance Criteria (e.g. Achieved Availability), the Service Level Threshold and the Service Failure Threshold and is calculated by using the straight line formula below:
- Service Credit % = $(m \cdot (a - x) + c)$, where**
- a* is the Service Level Threshold (%) below which Service Credits become payable;
- b* is the Service Failure Threshold (%);
- x* is the Achieved Service Level Performance Criteria (%) for a Service Period;
- c* is the minimum Service Credit (%) payable if the Achieved Service Level falls below the Service Level Threshold;
- d* is the maximum Service Credit (%) payable if the Achieved Service Level Reaches the Service Failure Threshold;
- m* is a coefficient defined for the services, which is calculated from the Formula $m = (d - c) / (a - b)$, that is the slope of the straight line;
- 32.7 Consequently, the Service Credit regime is shown diagrammatically as follows:

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32.8

32.9

32.10 The Service Credit (£) is subsequently derived as follows:

Service Credit (£) = contract charges x Service Credit (%)

32.11 An example Service Credit calculation for the Availability of a service, (offered herein for illustrative purposes only), is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Availability	5.0	99.5%	95.00%	2.5%	25%

32.11.1 The Achieved Availability of a service was recorded as 97% for a Service Period. For this service, the Service Level Threshold is 99.5% and the Service Failure Threshold is 95%. The contract charges for the service for the Service Period are £3,000. Previous performance had exceeded the Service Level Threshold for Availability.

32.11.2 In this illustration example:

$$\text{Service Credit \%} = 5.0 \times (99.5 - 97.0) + 2.5 = 15\%;$$

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therefore the Service Credit calculation is:

$$\text{Service Credit (£)} = £3,000 \times 15\% = £450.$$

32.12 An example Service Credit calculation for Incident Resolution is as follows:

Criteria	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
Incident Resolution	0.25	95.0%	85.00%	2.5%	5%

32.12.1 The Service Level Threshold is 95% of all incidents to be resolved within a specified time with the Service Failure Threshold being 85%. Assume that the Buyer has 80 Incidents within a Service Period, 10 of which were not resolved within the specified time. Therefore, the Achieved Incident Resolution is 87.5% for the Service Period. The contract charges for all the services that the Buyer is consuming are £50,000 per Service Period. Previous performance had exceeded the Service Level Threshold for Incident Resolution Times.

32.12.2 In this illustration example:

$$\text{Service Credit \%} = 0.25 \times (95 - 87.5) + 2.5 = 4.375\%$$

Consequently, the illustrated Service Credit calculation is:

$$\text{Service Credit (£)} = £50,000 \times 4.375\% = £2,187.50.$$

PART B Annex 1: Long Form Services Levels and Service Credits Table

33. Availability

33.1 Services (excluding the Service Desk)

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
1	N/A	N/A	N/A	N/A	N/A
2	1.3	95%	80%	5%	25%
3	2.86	97%	90%	5%	25%
4	5	99%	95%	5%	25%

33.2 Service Desk

Service Maintenance Level	Coefficient (m)	Service Level Threshold % (a)	Service Failure Threshold % (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
All	5	99%	95%	5%	25%

34. Incident Resolution

Number of Incidents per Service Period	Coefficient (m)	Service Level Threshold (a)	Service Failure Threshold (b)	Minimum Service Credit % (c)	Maximum Service Credit % (d)
39 or fewer	Not applicable	No more than 2 Incidents are Resolved in excess of the max Incident Resolution Times	5 or more Incidents are Resolved in excess of the max Incident Resolution Times	2.5% (payable when 3 Incidents breach the Service Level Threshold in any Service Period)	5% (payable when 4+ Incidents breach the Service Level Threshold in any Service Period)
40 and more	0.25	95%	85%	2.5%	5%

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35. Quality

35.1 Service Desk:

Criteria	Coefficient	Service Level Threshold	Service Failure Threshold	Minimum Service Credit	Maximum Service Credit
Calls Answered within 60 seconds	0.25	90%	80%	2.5%	5%
Email Responded to within one (1) Working Day	0.083	90%	60%	2.5%	5%
Abandoned Calls	0.25	95%	85%	2.5%	5%

35.2 Data Service

35.2.1 Where the Buyer has procured Services that include data services, the following provisions will apply:

- (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the data service;
- (b) Subsequent to Services commencement, where the Buyer believes the quality of the data service is not acceptable:
 - (i) an Incident will be raised with the Service Desk;
 - (ii) the Supplier shall investigate the Incident;
 - (iii) Subsequent to the investigation, if:
 - (A) a fault is found, the Incident is Resolved as any other Incident;
 - (B) a fault is not found and the Buyer still believes the quality of the data service is unacceptable, the Supplier shall evidence to the Buyer that the data service complies with relevant Standards.
 - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the data service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

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35.3 Voice Service

35.3.1 Where the Buyer has procured Services that include voice services, the following provisions will apply:

- (a) The Services will only be deemed to have been Delivered once the Buyer has tested and accepted the quality of the voice service;
- (b) Subsequent to Services commencement, where the Buyer believes the quality of the voice service is not acceptable:
 - (i) an Incident will be raised with the Service Desk;
 - (ii) the Supplier shall investigate the Incident;
 - (iii) Subsequent to the investigation, if:
 - (A) a fault is found, the Incident is Resolved as any other Incident;
 - (B) a fault is not found and the Buyer still believes the quality of the voice service is unacceptable, the Supplier shall evidence to the Buyer that the voice service complies with relevant Standards.
 - (iv) In the event that a fault is not found and the Supplier cannot evidence to the satisfaction of the Buyer that the voice service complies with relevant Standards, the Service will be deemed Unavailable from the time that the Incident was first raised with the Service Desk and the Incident Resolution Time will be accordingly measured from that time.

PART B Annex 2: Critical Service Level Failure

36. CRITICAL SERVICE LEVEL FAILURE

1.1 A Critical Service Level Failure will be deemed to have occurred if the performance of the Services falls below the same Service Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods.

1.2 In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

PART C: Performance Monitoring

1. Performance Monitoring and Performance Review

1.1 Part C to this Call-Off Schedule provides the methodology for monitoring the provision of the Services:

1.1.1 to ensure that the Supplier is complying with the Service Levels; and

1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services (may also be referred to as a "Performance Monitoring System").

1.2 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

1.3 The Supplier shall report all failures to achieve Service Levels and any Critical Service Level Failure to the Buyer in accordance with the processes agreed in Paragraph 1.2 of Part C of this Call-Off Schedule above.

1.4 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Part C of this Call-Off Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

1.4.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

1.4.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

1.4.3 details of any Critical Service Level Failures;

1.4.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

1.4.5 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

1.4.6 such other details as the Buyer may reasonably require from time to time.

1.5 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the

Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

- 1.5.1 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;
 - 1.5.2 be attended by the Supplier's representative and the Buyer's representative; and
 - 1.5.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.6 **The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's representative and the Buyer's representative at each meeting.**
 - 1.7 **The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier 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.**

PART C ANNEX 1: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

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

1. Definitions

- 1.1 In this Schedule, which shall apply only where so specified by a Buyer that has undertaken a Further Competition, 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 2.1 of this Schedule;

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

2. Project Management

- 2.1 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.
- 2.2 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.
- 2.3 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 shall be:
- 3.1.1 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;
 - 3.1.2 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;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.

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- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager 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 by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. Contract Risk Management

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 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.

5. Role of the Operational Board

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting

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shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

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 Buyer under this Call-Off Contract

NATIONAL PAYMENT LINE with IN-COURT TELEPHONE FACILITY SPECIFICATION

1. Purpose of Document

1.1 This document describes a requirement for the provision of an automated telephone payment system including interactive voice response (IVR) and call centre support to the Ministry of Justice (Authority) in order to facilitate the efficient collection of criminal and civil financial orders; fees; maintenance payments; fixed penalty notices and legal aid payments. The service provided to be on a 24/7, 365 basis. The Provider either solely or in partnership with another Provider will provide expertise and support around the provision of such services and work with the Authority's appointed Merchant Acquirer in the acceptance of such payments via credit and debit cards displaying but not limited to VISA, MasterCard, Maestro, Electron and Solo logos. The Provider(s) will work with the Authority's appointed Merchant Acquirer in the acceptance of expedited branded checkout payment methods such as but not limited to ApplePay, Google Pay, Mastercard, Visa Checkout, Samsung Pay, Amazon Pay.

2. Background

The provision of an automated telephone payment system including interactive voice response (IVR) and call centre support contract facilitates payments to the Authority via a credit/debit card from any phone line or by using a dedicated restricted phone line at any open magistrates' court.

The current Agencies of the Authority are: HMCTS for payment of court orders; the LAA for collection to legal aid debt and Police Forces for fixed penalty tickets. During the lifetime of this contract other Authority Agencies or Authority's may be included in this contract.

2.1 Her Majesty's Courts and Tribunals Service

HM Courts & Tribunals Service (HMCTS) was created in 2011 as an executive agency of the Authority. The Agency operates as a partnership between the Lord Chancellor,

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the Lord Chief Justice and the Senior President of Tribunals as set out in our Legal Framework Document.

The Authority is one of the largest government Authority's bringing together areas responsible for the administration of the courts, tribunals, legal aid, sentencing policy, prisons, the management of offenders and matters concerning laws and rights.

HM Courts & Tribunals Service is responsible for the administration of criminal, civil and family courts and tribunals in England, Wales and non-devolved tribunals in Scotland and Northern Ireland.

We support a fair, efficient and effective justice system delivered by an independent judiciary.

A full list of courts and tribunals is available at:

[REDACTED]

2.2 Police Force

Police Forces can issue fixed penalty notices for certain offences. If unpaid, these tickets are enforced by the Police that will either result in a case being listed before the Magistrates Court or a Fine Registration depending on the notice type. In June 2013 the Police and HMCTS released a new fixed penalty management and accounting system – PenTip.

2.3 Legal Aid Agency

The Legal Aid Agency is an executive agency of the Ministry of Justice, established in 2013. The Agency was set up in order to support the strategic aims of Ministers and the Department. Its main aim is to commission and administer legal aid services in England and Wales. The LAA are responsible for making sure legal aid services from solicitors, barristers and the not-for-profit sector are available to the general public. The LAA are also responsible for funding the Civil Legal Advice (CLA) service, which provides members of the public with free and confidential advice as part of legal aid if you are affected by certain circumstances.

3 Overview of Service – Automated telephone payment system

- 3.1** The Provider(s) will provide the Authority with a national automated telephony payment system including interactive voice response (IVR) and call centre support for the processing of credit / debit card transactions.
- 3.2** The Provider(s) will provide such a service which is accessible 24 hours a day, 7 days a week, 365 days a year.
- 3.3** The Provider(s) will assign to the Authority for the purpose of inbound service set up, telephone number(s) for both Welsh and English language, with the 0300 prefix. The service will recognise which number has been called and will vary its prompting accordingly.

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3.3.1 These numbers will be configured to take payments using the various Authority Agencies' accounting systems, which may be numeric or alpha numeric and in various character/digit lengths.

The Provider(s) will provide a facility to upload daily, valid reference numbers from the various Authority Agencies using this contract and which the IVR will validate against during the payment call. See s6.2 for more details. Pentip requirements are detailed in **Annex B**.

3.3.2 Any 'fall out' calls will be routed to the Provider(s)'s Call Centre Agent Service.

3.3.3 There must be a facility during the IVR for the caller to press the * or # button and be put through to a Call Centre Agent to continue their call.

3.4 The Provider(s) will work with the Authority's appointed Merchant Acquirer to ensure that a joined-up service is provided.

3.5 The Provider(s) will work with the Authority to develop the necessary interfaces and to agree the various telephony operating scripts. Each Agency, including each jurisdiction for HMCTS, will require bespoke scripts as detailed in **Annex A**. The Provider(s) will arrange, at no additional cost, a verbatim translation into Welsh of these operating scripts to be used on the Welsh language line(s).

3.5.1 The Welsh language line must be conducted solely in Welsh, that is, including all numbers, letters and place names where there is an equivalent, must be in Welsh.

3.6 The automated telephone payment system must have no queuing or engaged tones when callers access it to make a payment.

3.7 The automated telephone payment system must be able to deal with the Authority's separate accounting divisions and systems for each HMCTS area.

3.8 The Provider(s) will work with the Authority to provide a payment query function within the automated telephone payment system, to enable staff from each Agency to determine if a payment has been made by a specific payer. This ideally will be via a website portal.

3.8.1 As a minimum the information contained on the portal/report must show:

- Record of daily payments itemised
- Start and end number of payment card
- Court identification number
- Payment reference number
- Authorisation code
- Transaction number
- Phone number used to make payment

3.8.2 Any Portal to the Provider(s)'s systems must be accessible only by nominated users by way of a user ID and password both of which must conform to the latest National Cyber Security Centre Password Guidance **[REDACTED]**

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3.9 The automated telephone payment system must be simple to use and either touch-tone and/or voice activated, as agreed between the parties.

3.10 The automated telephone payment system must inform the caller of problems arising during the payment process and where appropriate and defined by the Authority, will direct the call to the Provider(s)'s call agent

3.11 The automated telephone payment system must provide the caller with confirmation that the payment has been accepted and authorised whilst the caller is on the call. The caller must be provided with the authorisation code provided by the Merchant Acquirer for the specific transaction.

3.11.1 If a successful payment is made using a mobile phone, the authorisation code should also be texted to that phone.

3.12 The requirements for Police Forces Pentip dedicated line are set out in **Annex B**

3.13 Transaction Processing

3.13.1 The Provider(s) will provide transaction information no later than the working day after the transaction is made, for example, a transaction made on Monday, payment information must be supplied to the Authority's Agency/Authority by 6am on Tuesday.

3.13.2 The data needs to be made available for secure download to the relevant IT Provider(s).

4 Call Centre Agent Service

4.1 For any callers who cannot complete their transaction fully on the IVR system, they will automatically be transferred to the Provider(s)'s Call Centre Agents (hereafter referred to as Agents). These Agents will complete the payment process following the same script to obtain the required information as requested by the IVR for that Agency.

4.2 Hunt group/s will be created by the Provider(s) solely for callers pertaining to this Authority contract. The number of the hunt group/s to be agreed between the Provider(s) and Authority at onset of contract and may be subject to change during the life of this contract subject to agreement of both parties.

4.3 Callers will be prioritised in order of when their call transferred out of the IVR system. Whilst callers are queuing they will hear on-hold music and messages informing them that they are in a queue, their call is important and that their call will be answered as soon as possible.

4.4 Only Agents who have been trained on how to answer and respond to Authority callers will access these hunt group/s. Access will be via a log-in facility to ensure only trained staff will be handling these calls.

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- 4.4.1 The Authority will work with the Provider(s) to establish call handling and routing protocols in order to define the correct route for callers' queries and issue resolutions.
- 4.4.2 The Agent will resolve any issues that involve the payment (credit/debit card issues)
- 4.4.3 The Agent will advise callers having problems locating the correct reference numbers as per the various 'mock-up' notices/orders that they will have in their training material for each of the Authority's Agencies.
- 4.5 Agents will have a custom-built agent tool that when the call is transferred, any information already entered by the caller via the IVR system can be uploaded on to their screen, this will avoid the caller having to repeat any valid information already entered. The agent's tool will have the facility to input the remainder of the caller's details to process the payment.
- 4.6 The minimum time the Call Centre will be available is between 0800hours and 2230hours 7 days a week.
- 4.7 Agents will not be expected to deal with:
 - Calls in Welsh
 - Any query relating to an Authority Agency's process
 - Case specific queries
- 4.8 Agents will be able to assist the caller with contact details of the court or office the payment is for.

5 Overview of Service – In-Court Telephone Facility

- 5.1 A securely mounted telephone to be located in all operational magistrates' court buildings with the facility of making both outgoing calls and the receiving of incoming calls disabled.
- 5.2 The telephone will have the facility for the caller to press the relevant button which will connect them to either:
 - 5.2.1 The National Payment line – English speaking
 - 5.2.2 The National Payment line – Welsh speaking *nb this is for court houses located in Wales. Access to the English-speaking line must still also be available.*
 - 5.2.3 The local compliance and enforcement team
 - 5.2.4 The Maintenance Enforcement Business Centre assign to that location
- 5.3 Equipment maintenance: the maintenance of the physical telephone will be undertaken by the Provider(s). Court staff will report to the Provider(s) any faulty telephone of which the resolution by the Provider(s) will be within 2 working days of reporting fault. The Authority will not be tied into any minimum contracts for equipment. If any courts are to close the existing equipment will need to be re-located to be used elsewhere within the contract.

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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6 Interfaces and Data Exchanges with the Authority's Suppliers

- 6.1** The Provider(s) must be able to provide compatible data file exchanges to accommodate all of the Authority Agencies various IT systems in current including SFTP transfer parameters.
- 6.2** At contract commencement the automated telephone payment system must be able to interface with the Police Forces Pentip system. Under continuous Improvement there is a potential requirement for the payment line to interface with other Authority Agencies IT systems.
- 6.3** The Provider(s) will provide payment information at an individual transaction level in an acceptable file format (APACS 29 Standard or other format to be agreed) for each accounting division and include the payer's reference number.
- 6.4** On a daily basis, each of the Authority's Agencies will have the option of sending csv file/s by secure FTP containing a list of reference numbers to be used to validate against the reference number input by the caller.
- 6.4.1** The Provider(s) will import the files daily onto a database and for business continuity will store retain each file for a period of 72 hours. This will ensure that there is a file available if for whatever reason the import process of any file fails. The database will be used only to store files sent to the Provider(s) under this Authority contract.

The Provider(s) will ensure that all payments are authorised by the Authority's Appointed Merchant Acquirer providing payers with a response indicating the status of each transaction submitted, including, all details of the decline codes used by issuers as allowed under card scheme rules, including, but not necessarily limited to;

- Approve,
- Decline, refer (for issuer contract during transaction,
- Decline and pick up card,
- Other.

Fraud

The Provider(s) shall provide the Authority with detailed information and standards on how fraud, risk assessment and management is and shall be managed by the Provider(s) for Customers. The Provider's shall state what fraud management tools are able to the Authority and the contract.

- 6.5** On a daily basis the Provider(s) will produce a csv export file containing successful transactions made on the automated telephone payment system and payments taken by their Agents. These are to appear on the Provider(s)'s FTP server to be retrieved by the appropriate IT Provider(s) for each of the Authority's Agencies.
- 6.5.1** The export files will be available every morning on the Provider(s)'s FTP server by 06:00 containing successful transactions made the previous day.
- 6.6** Data files sent by the Provider(s) must include the customer reference detail in the required format pertaining to each Authority Agency's requirement and the payment reference number.

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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6.6.1 Customer references can be in the following formats

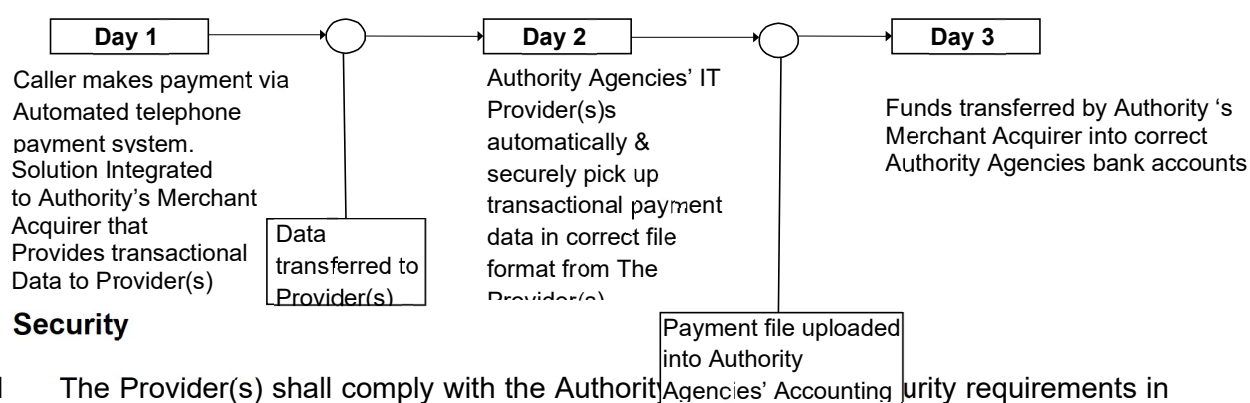
- Crime – alpha-numeric (12345678A) or numeric 12345678910
- Civil – court code is alpha numeric and consists of four characters i.e. Y448, the warrant reference number is also alpha numeric, consisting of two characters and then six digits i.e. 0C123456
- Fixed penalty notifications – 0018031234561218

6.6.2 The Authority's various IT Providers will work with the Provider(s) to ensure transactional data is provided in the defined format (6.4.1) to enable uploading into the Authority Agencies' accounting systems.

6.7 The Provider(s) will work with the Authority and the appointed Merchant Acquirer for the Agencies of this contract, to enable the integration of the Automated telephone payment system into the Merchant Acquirer's payment system.

6.7.1 The Authority's appointed Merchant Acquirer will remit funds to the Authority's Agencies in a timeframe no longer than transaction day plus three UK banking day basis.

6.7.2 The Provider(s), in conjunction with the Authority's Agencies, develop the automated telephony payment system to accommodate the granularity between the appointed Merchant Acquirer and the various Agencies' accounting systems.



7 Security

7.1 The Provider(s) shall comply with the Authority's security requirements in establishing and managing data exchanges and interfaces with the Authority Agencies' IT systems.

7.2 The Provider(s) will provide a Disaster Recovery process which is acceptable to the Authority to include details of the process it will follow to restore the Service in the event of failure.

8. Implementation

8.1 Standards, Policy and Compliance

8.1.1 The Provider(s) will comply with all existing and future requirements under the Data Protection legislation in force during this contract; will be registered as a data processor and provide detailed security plans for the protection of client data.

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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- 8.1.2 The Provider(s) will be compliant with payment card industry (PCI) and data security standards (DSS) and will comply with the ISO27001 process for IT security following accreditation no later than 28 February 2020.
- 8.1.3 The Provider(s) will provide a copy of their business continuity and disaster recovery plans and any future updates thereto. The Provider(s) will comply with the terms of these plans at all times.
- 8.1.4 The Provider(s) will adopt best practice arrangements with regard to Diversity and Equalities, including:
- Race Relations (Amendment) Act 2000
 - Disability Discrimination Act 2005
 - The Sex Discrimination Act 1975 as amended by The Equality Act 2010
- 8.1.5 Freedom of Information Act 2000 gives the public statutory rights to information held by public authorities. The Provider(s) will comply with Freedom of Information requests from The Authority. The Authority acknowledges that the detailed pricing information within the contract is Exempt Information for the purposes of this Act, and will not release this information in any circumstances.

8.2 Testing and Acceptance

- 8.2.1 The Provider(s) will make resources available to the Authority to conduct end to-end testing and ensure that the service is fit for purpose.
- 8.2.2 The Authority will develop a testing strategy and plan for acceptance testing that defines the objectives of all test stages and the testing and assurance to be performed, including non-functional testing. This will identify, where applicable:
- Objectives and criteria;
 - The items to be tested;
 - The testing to be performed;
 - Test schedules;
 - Resource and facility requirements;
 - Reporting requirements;
 - Evaluation criteria;
 - Risks requiring contingency measures.
- 8.2.3 The Provider(s), in conjunction with the Authority, will develop and agree a project plan for implementing the new automated telephone payment system.

8.3 Maintenance

- 8.3.1 The Provider(s) is required to provide a minimum of 7 working days' notice in advance of any planned or scheduled maintenance activity. When doing so it must clearly state.

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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- Start date and time
- End date and time
- Service Impact
- Any activity that the Authority may need to undertake.

9 Managing Automated Telephony Payment Services

9.1 Contract Management

- 9.1.1 The Provider(s) will provide a Customer Account Team (operational during no less than 9.00am to 5.30pm on recognised business days) as a single point of contact for the transition period and for the entirety of the agreement to support the Authority in dealing with issues and concerns. The Provider(s) will appoint an Account Manager and specialists in other key business areas as required by the Authority (e.g. IT Operations, Implementation, Technical Design etc.).
- 9.1.2 The Account Manager will participate in strategic level meetings held four times a year with the Authority to review commercial and service performance. The Account Manager will hold operational level meetings with Key Stakeholder national representatives on a monthly basis to review operational services.
- 9.1.3 The Provider(s) will notify the Authority as soon as practicable of any changes to the Customer Account Team or Account Manager named as Key Personnel.
- 9.1.4 During the twelve (12) months prior to expiry or from the date at which notice of termination has been received by the Provider(s), the Provider(s) shall not change the staff it uses to perform the Contract, nor alter their terms and conditions of employment (including rates of pay) unless the Provider(s) has the Authority's express prior written agreement. This shall not include promotion of individuals and the resultant appointment of another competent and qualified post holder nor increases in pay as per the Company's pay structure. This clause is only applicable to specific TUPE identified staff.

9.2 Service Levels

- 9.2.1 The service levels and key performance indicators and service credits that will apply to this contract are detailed in **Annex C**.
- 9.2.2 The Provider(s) will, monthly or at the request of the Authority provide data, in an agreed electronic format to the Authority Contract Manager, showing actual performance against the target service levels in **Annex C**.
- 9.2.3 The Provider(s) will, where required or as identified, work with the Authority to rectify any deficiencies in service performance and provide details of the actions taken to rectify.

9.3 Support Services

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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- 9.3.1 The Provider(s) shall provide a Helpdesk facility to the Authority; its Agencies and Merchant Acquirer for queries of both a technical and transactional nature, answering and providing a resolution to meet the target performance and response levels set out in **Annex C**.

9.3.1.1 All calls to the help desk to be logged.

- 9.3.2 A dedicated e-mail address will be set up to which all payment queries and errors to be resolved will be sent by the Authority. The SLA performance targets will only be applied in respect of queries and errors reported through this address except where the mailbox itself becomes unavailable, in the event of which, the Provider(s) and the Authority will agree an alternative arrangement.

- 9.3.3 The Provider(s)'s Customer Account Team shall be available to provide Contract Management, Operations and Support services.

9.4 Business Continuity & Disaster Recovery Plan (BCDR)

- 9.4.1 A BCDR plan which is acceptable and signed off by the Authority is required prior to contract commencement. It should ensure:

9.4.1.1 A Recovery Point Objective of less than 1 hour, measured from the point at which failure occurred

9.4.1.2 A Recovery Time Objective of less than 2 hours, measured from the point the incident is reported or detected.

- 9.4.2 The Automated telephone payment system ideally to be self-monitoring, thus in an event of unplanned downtime, email notification is automatically sent to a list of nominated Authority and its Agencies staff within 15 minutes.

9.5 Management Information

The Provider(s) will supply management information in the format and at the frequency levels detailed in **Annex D**. At no additional cost, the Authority and its Agencies will be able to request ad-hoc reports to facilitate the response to requests it may receive or to assist with the identification of efficiency savings.

9.6 Efficiency Savings

The Provider(s) will identify potential efficiency savings / continuous improvements during the lifecycle of the contract. Improvements identified will be implemented through the Relationship/Contract Manager and implementation team to agreed timescales, for example and not limited to, facilitate an increased number of successful payments made through this service thus reducing the number of dropouts.

9.7 Governance

- 9.6.1 The Authority shall nominate a Contract Manager to oversee the provision of the Provider(s) services. Unless otherwise agreed, the Contract Manager will be the primary contact point for incident and regular reporting.

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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- 9.6.2 The Contract manager will be the initial point of contact for problem escalation.
- 9.6.3 Incident and Problem escalation procedures shall be agreed by the parties within three months of the commencement of the services
- 9.6.4 The Authority shall nominate project staff as required for specific actions including:
- Implementation (transition and testing)
 - Interface and data exchange development
- 9.6.5 The Contract Manager shall hold an annual review of the Services with the Provider(s) on the anniversary of the Contract Commencement.

10. CHARGES FOR CARD SERVICES

10.1 Transaction Charges

- 10.1.1 The Provider(s) will hold all charges detailed for the period of the initial contract duration.
- 10.1.2 At the commencement of each year from the anniversary of the Contract the Authority will agree a provisional rate with the Provider(s) based upon the anticipated volume.
- 10.1.3 At the end of each year, the actual volume of transactions will be advised by the Provider(s). When this is outside the range associated with provisional rate, an adjustment will be made to all transactions, based upon the application of the rate associated with the volume band that covers the actual volume of transactions.

10.2 Other Charges

- 10.2.1 No charges in addition to those advised will be accepted by the Authority in respect of the provision of the services as defined within this agreement.
- 10.2.2 The Provider(s) will fix the Charges detailed for the initial contract term.
- 10.2.3 If there is a delay owing to the Authority delaying implementation then such costs, charges and losses will be confirmed to the Authority in writing.

10.3 Invoicing

- 10.3.1 The Provider(s) shall invoice the Authority monthly, no later than two working days following the month end and at least 2 weeks before payment is due.
- 10.3.2 The invoice shall be net of any deductions for Service Credits or other deductions for which the Provider(s) may be liable.
- 10.3.3 The invoice shall be accompanied by a schedule providing the following detail by scheme code:
- 10.3.3.1 Volume of payment transactions through each network

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

- 10.3.3.2 Volume of IVR minutes through each network
- 10.3.3.3 Volume of Agent minutes through each network
- 10.3.3.4 Charge for In-Court telephone facility
- 10.3.4 The Authority will review the invoice and advise the Provider(s) of errors requiring re-issue.
- 10.3.5 Where invoices require re-issue, this will be completed no later than nine working days following the month end.
- 10.3.6 Invoices (corrected where required under clauses 6.4.4 and 6.4.5) will be paid to the Provider(s) by variable Direct Debit, payable (following receipt by the Client of each invoice) on or about the fourteenth (14th) of each month by the Authority.

11.2 TUPE

It is the Authority's view, at this moment in time that TUPE does not apply.

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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ANNEX A – IVR SCRIPTS

Welsh_welcome (Welsh Service)

Rydych wedi dod drwodd i Wasanaeth Llysoedd Ei Mawrhydi .

You're through to Her Majesty's Court Service

welcome (English Service)

You're through to Her Majesty's Court Service

Language (Welsh Service)

Os ydych am ddefnyddio'r gwasanaeth yn Gymraeg gwasgwch 1, ar gyfer ei gael yn Saesneg gwasgwch 2. If you'd like to use the service in welsh press 1, for English press 2

Language (English Service)

If you'd like to use the service in Welsh press 1, for English press 2

Use_english

We'll continue in English.

No_response (needed in Welsh)

Sorry I didn't get a valid response there

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

ENTER DIVISION NUMBER

Enter_division

Please enter the 3-digit Division number, followed by the hash key.

Inv_division

Sorry that wasn't a valid division number.

Enter_division_1

Please enter the 3 digit number again, followed by the hash key

Inv_division_out

sorry but I need a valid division number before I can continue

You_ent_div

You entered

Thats

that's

No_response

Sorry I didn't get a valid response there

Right_court

If that's right press 1, if not press 2 or if you'd like me to repeat that press 3

Thanks

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

thanks

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

ENTER FINE NUMBER

Enter_case

Please enter the case number, followed by the hash key

Enter_case_again

Please enter the number again, followed by the hash key

Enter_account

Please enter all the digits of the account number located in the top right hand corner of your fine notice., followed by the hash key

Enter_ac_again

Please enter all the digits again ignoring any letters, followed by the hash key

Invalid_case

Sorry I didn't get a valid case number there.

Invalid_ac_no

Sorry I didn't get a valid account number there.

Invalid_case_out

I'm sorry but I'm not getting a valid case number and I need the case number before you can pay your fine

Invalid_account_out

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

I'm sorry but I'm not getting a valid account number and I need the account number before you can pay your fine

Invalid_case_div_match_2

Sorry those details still don't match. I need to take the division number again

Invalid_case_div_match_3

Sorry those details still don't match.

Invalid_case_div_match_1

Sorry your case number is not valid for the three digit division number you have supplied

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

CONFIRM FINE NUMBER

Account_is

your account number is

case_is

your case number is

Equis_a

Followed by the letter a for alpha

Equis_b

Followed by the letter b for bravo

Alpha

Bravo

Charlie

Delta

Echo

Foxtrot

Golf

Hotel

India

Juliet

Kilo

Lima

Mike

November

Oscar

Papa

Quebec

Romeo

Sierra

Tango

Uniform

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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Victor

Whiskey

X-Ray

Yankee

Zuluup to

Equis_z

Followed by the letter z for zulu

Equis_0

Followed by the number zero

1,2,3,4,5,6,7,8,

Equis_9

Followed by the number nine

Right_number

If that was the correct number press 1, if not press 2

NR_INV

sorry I didn't get a valid response

Invalid_number_out

I'm sorry but I'm unable to confirm your number and I need this before you can pay your fine

Try_again

ok ,I'll need to take your details again starting with the division number

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

ok

ok

HOUSE NUMBER

House_no_int

For security reasons we need to know the house or flat number of the address that the credit or debit card you are going to use is registered

House_no

Please enter your house or flat number on your keypad or if you don't have one press the star key

House_no_1

Please just enter the house or flat number that your credit or debit card is registered at. Eg if you live at number 17 enter 1,7. If you live at flat 1b enter 1. If you don't have a house or flat number press the star key

House_no_2

Please just enter your house or flat number or if you don't have one press the star key

House_no_error_1

Sorry I didn't get a valid answer there

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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House_no_error_2

I'm still not getting a valid answer

House_no_error_3

Sorry, I'm not getting the information I need to carry on with the call

Thanks

Thanks

POSTCODE

Postcode_int

Now please enter the numbers only from your postcode eg if your postcode is N8 8QT you would enter 8, 8

Postcode

Enter the numbers only from your postcode now

postcode_1

Please just enter the numbers only from your postcode for me

Postcode_2

Please just enter the numbers only from your postcode now

postcode_error_1

Sorry I didn't get a valid entry there

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

postcode_error_2

I'm still not getting a valid answer. For security reasons I really need the numbers from the postcode your card is registered to

postcode_error_3

Sorry, I'm not getting a valid answer here

CONFIRM ADDRESS DETAILS

Confirm_House_no

Can you just confirm that your house or flat number is

Confirm_no_House_no

Can you just confirm that you do not have a house or flat number

Confirm_postcode_digits

And the numbers you entered from your postcode are

Confirm_correct

If that's right press 1, if not press 2

Confirm_take_details_again

Ok we'll take your details again

Confirm_correct_error_1

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

Sorry I didn't get a valid choice there

Confirm_correct_error_2

Sorry I still didn't get a valid choice

Confirm_correct_error_3

Ok we'll take your details again just to be sure

Confirm_correct_error_out

I'm sorry I need you to confirm I have the correct details before I can continue

Confirm_details_out

I'm sorry I need you to confirm I have the correct details before I can continue

ENTER TELEPHONE NUMBER**Ent_tel**

Please enter your telephone number including the full dialing code now.

Invalid_tel

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

Sorry I didn't get a valid telephone number there.

Ent_tel_1

Please enter your full telephone number again

Carry_on

Ok we'll continue without your telephone number

Thank_you

Thank you

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

AMOUNT

Amount

Now I need you to enter the amount you'd like to pay in pounds and pence followed by the hash key.

Amount_1

For example if you wanted to pay £25 you would enter 2,5,0,0 hash. If you wanted to pay £125 you'd enter 1,2,5,0,0 then hash, if you wanted to pay £30.50 you'd enter 3,0,5,0 then hash and so on.

Enter_amount

Enter the amount you'd like to pay now followed by the hash key.

Invalid_amount

Sorry that was an invalid amount. Remember you need to enter the amount in pounds and pence.

Amount_again

Enter the amount again now

Invalid_amount_out

I'm sorry but I'm not getting a valid amount and I need to know how much you'd like to pay before I can continue

Right_amount

If that's the correct amount press 1, if not press 2 or to hear the amount again press 3

Max

Sorry you've entered too much. The max you can pay is...

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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Min

Sorry you haven't entered enough. The min you can pay is..

Pay

you'd like to pay

No_response

Sorry I didn't get a valid response there

Pounds

Pounds

Pound

Pound

And

And

Pence

Pence

Letters

A-Z

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

Card_ready

Please have your credit or debit card details ready

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

(ECKOH PAYMOD SCRIPT)

CARD FAIL

Pay_fine

Please ensure you pay your fine. The ways you can make a payment are outlined in the How to pay your financial penalty leaflet. Leaflets are available at [www. <web address>](http://www.<web address>) or any magistrates court

Again_dtmf

Sorry I missed that

REFERENCE NUMBER

Refis

Your authorisation number is...

Thats

That's

Listen_again

If you'd like me to repeat that number press 1, otherwise please hang up now

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

CALL CENTRE ROUTINE

Cc_open

Please hold and I'll connect you to an agent who can assist you further

Cc_closed

Unfortunately our call centre is closed at the moment. Please call back during normal operating hours. Thank you for calling Her Majesty's Court Service.

Goodbye

Goodbye and thanks for calling

TECHNICAL ERROR MESSAGES

Tech_error

Sorry we're experiencing technical problems at the moment – please call back later

Transfer_failed

I'm sorry all our lines are busy right now. Please call.....

Transfer_failed_no

I'm sorry all our lines are busy right now. Please call.....

Transfer_failed_no_transfer

I'm sorry all our lines are busy at the moment and I can't transfer your call. Please call again later.

Goodbye.

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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maintenance

I'm sorry, but owing to essential maintenance work this service is currently unavailable. Please try again later.

HMCS Transaction

We need to obtain certain information from the customer to make a payment:

- **Division number** – A 3 digit number that determines which court the payment is going to. We **cannot** take the name of the court from the customer, only the number. This can be found in the top right corner of the fine/letter from the court.
- **Account/case number** –Unique to each fine. Relates to the fine they're paying. We can have either the Account **or** Case number. The Account number is 8 digits with a letter at the end. The Case number is 10/12 digits. The first 2 numbers will automatically be entered for you. Again, this should be on the fine/letter from the court.
- **Amount to pay** – The customer should know this information and will also be on the letter from the courts. If they're unsure we **cannot** find this information for them. If they wish to set up a 'payment plan' or direct debit, this **must** be arranged with the court. We do not have any authority over the fine.

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

ANNEX B – PENTIP AUTOMATED TELEPHONE PAYMENT SYSTEM REQUIREMENTS

- i) The customer will be requested to provide the offence code and offence date to support validation of the payment.
- ii) Where a customer is paying a notice that is subject to a Course offer they will be asked to confirm that they are intending to pay the fixed penalty and not the course offer and that they accept the course will be withdrawn.
- iii) Where the customer is paying an endorseable notice they will be told to surrender their licence to the Fixed Penalty Office.

ANNEX C - Service Level Agreement / Performance

Service Description	Performance Indicator
Provision of transactional payment data	100% - day of transaction
Payment transaction data queries – missing transactional data but receipt for payment made	50% of queries resolved within 2 hours of notification 80% of queries resolved within 4 hours of notification 90% of queries resolved within 8 hours of notification 100% of queries resolved within 24 hours of notification
Error resolution – unplanned system downtime	50% of issues resolved within 2 hours of notification 80% of issues resolved within 4 hours of notification 90% of issues resolved within 8 hours of notification 100% of issues resolved within 24 hours of notification
Network / system availability – payment line and reporting tools and systems. To be reported on, but not included in the performance target is where one of the Authority's Agencies has requested a period of downtime.	99.95%

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

Provision of Helpdesk Support to the Authority; its Agencies' staff and callers Monday - Friday 09:00 – 22:00 excluding bank holidays	95% of queries resolved within 24 hours 100% of queries resolved within 48 hours
Faulty Handset (In-Court Phone Service)	100% resolution within 2 court working days

Liquidated damages apply as detailed at the end of this annex.

Service Description	Performance Target (reviewed monthly)
Provision of transactional payment data	100% - day of transaction
Payment transaction data queries – missing transactional data but receipt for payment made	50% of queries resolved within 2 hours of notification 80% of queries resolved within 4 hours of notification 90% of queries resolved within 8 hours of notification 100% of queries resolved within 24 hours of notification
Network / system availability – payment line and reporting tools and systems. To be reported on, but not included in the performance target is where one of the Authority's Agencies has requested a period of downtime.	99.95%
Provision of Helpdesk Support to the Authority; its Agencies' staff and callers Monday - Friday 09:00 – 22:00 excluding bank holidays	95% of queries resolved within 24 hours 100% of queries resolved within 48 hours

Where, after the Commencement Date, the Provider(s) has not achieved a required Performance Standard (for which liquidated damages apply) as set out above, the Provider(s) shall pay to the Authority liquidated damages calculated by reference to the following table;

Shortfall below Performance Standard	For shortfalls that result from a failure of a Network/Provider(s) Amount	For shortfalls that result from a failure of Provider(s) Amount
--------------------------------------	---------------------------------------------------------------------------	-----------------------------------------------------------------

Framework Ref: RM3808

Project Version: v1.0

Model Version: v3.0

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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1%	£10.00	£100.00
2%	£20.00	£200.00
3%	£30.00	£300.00
4%	£40.00	£400.00
5%	£50.00	£500.00

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2018

Example of Management Information format for reporting SLAs.

Year: 2020	SLA Description	Target	Target	Jan	Feb	Mar	Apr	May
SLA1	Provision of transactional payment data	Same working day	100%	100%	97%	100%	100%	100%
SLA2	Payment transaction data queries – missing transactional data but receipt for payment made	Resolved within 2 hours of notification	50%	45%	55%	60%	50%	75%
		Resolved within 4 hours of notification	80%	96%	75%	100%	100%	100%
		Resolved within 8 hours of notification	90%	100%	100%			
		Resolved within 24 hours of notification	100%					
SLA3	Error resolution – unplanned system downtime	Resolved within 2 hours of notification	50%	100%	60%		45%	51%
		Resolved within 4 hours of notification	80%		100%	100%		94%
		Resolved within 8 hours of notification	90%				94%	
		Resolved within 24 hours of notification	100%				100%	100%
SLA4	Network / system availability – payment line and reporting tools and systems. To be reported on, but not included in the performance target is where one of the Authority's Agencies has requested a period of downtime.	System available	95%	100%	100%	100%	100%	100%
SLA5	Provision of Helpdesk Support to the Authority; its Agencies' staff and callers Monday – Friday: 09:00 – 22:00 excluding bank holidays	Queries resolved within 24 hours	95%	95%	95%	95%	95%	95%
		Queries resolved within 48 hours	100%	100%	100%	100%	100%	100%

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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ANNEX D - Management Information Reports

The following information will be required by accounting division, area, region and nationally for each Agency and Police Force, with the HMCTS split into Civil and National Compliance and Enforcement Service (NCES) for each of the payment lines.

This information will be supplied centrally in an agreed electronic format. This arrangement maybe altered during the course of the contract with data supplied to Regional Operational representatives (who will be identified to the Provider(s) by the Authority Agencies).

Management Information	Frequency
Total Calls	Monthly
Total IVR minutes	Monthly
Total Agent Minutes	Monthly
Total Payments – Value	Monthly
Total IVR Payments – Value	Monthly
Total Agent Payments – Value	Monthly
Total Fall Out calls per location in the IVR script shown as a number and as a % of all calls	Monthly
Total number transferred to Agent shown as a number and as a % of total Agent calls	Monthly
IVR downtime – planned with details of requestor; date and time	Monthly
IVR downtime – unplanned details of date and time along with reason	Monthly
	Monthly
	Monthly

Reports

The Provider(s) will provide the following reports:

- Monthly - Payments Summary Report - showing for each transaction:
 - Name of the Payer (if known)
 - Payment Reference
 - Value of the Payment
 - Payment method (ie. credit card or debit card)
 - Cost of the transaction (total)
 - Breakdown of the cost showing its constituents (eg. Agent costs, telephony costs, etc)
 - Duration of the transaction
 - (If the transaction failed) Point in process at which failure occurred
- Monthly – Service Delivery Report - showing:
 - Number of Helpdesk contacts by channel (eg. email, phone)

Call-Off Schedule 14 (Service Levels)

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- Number of Incidents raised by the Helpdesk (ie. faults or failures reported)
- Total number of new Incidents raised in the period
- Total number of Incidents closed in the period
- Total number of Incidents remaining open in the period
- Service availability in the period (ie. the total uptime as a %)

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)

Contact Details							
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")						
Contract name:	[insert] name of contract to be changed] (" the Contract ")						
Contract reference number:	[insert] contract reference number: Framework Contract reference/Call-Off Contract reference]						
Details of Proposed Variation							
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]						
Variation number:	[insert] variation number]						
Date variation is raised:	[insert] date]						
Proposed variation							
Reason for the variation:	[insert] reason]						
An Impact Assessment shall be provided within:	[insert] number] days						
Impact of Variation							
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]						
Outcome of Variation							
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 						
Financial variation:	<table border="1"> <tr> <td>Original Contract Value:</td> <td>£ [insert] amount]</td> </tr> <tr> <td>Additional cost due to variation:</td> <td>£ [insert] amount]</td> </tr> <tr> <td>New Contract value:</td> <td>£ [insert] amount]</td> </tr> </table>	Original Contract Value:	£ [insert] amount]	Additional cost due to variation:	£ [insert] amount]	New Contract value:	£ [insert] amount]
Original Contract Value:	£ [insert] amount]						
Additional cost due to variation:	£ [insert] amount]						
New Contract value:	£ [insert] amount]						

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[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.

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

3. The insurance you need to have

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

4. How to manage the insurance

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

5. What happens if you aren't insured

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

6. Evidence of insurance you must provide

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

7. Making sure you are insured to the required amount

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

8. Cancelled Insurance

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

9. Insurance claims

- 9.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 9.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 7.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 9.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 9.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: Required Insurances

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

- 10.1 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);
- 10.2 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); and
- 10.3 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).
- 10.4 Product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000)

Joint Schedule 4 (Commercially Sensitive Information)

11. What is the Commercially Sensitive Information?

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

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

Joint Schedule 6 (Key Subcontractors)

12. Restrictions on certain Subcontractors

- 12.1 The Supplier is entitled to Sub-Contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 12.2 The Supplier is entitled to Sub-Contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 12.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer by completing and submitting a Variation Form as set out in Joint Schedule 2 (Variation Form) and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 12.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 20 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 12.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 12.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 12.3.3 the proposed Key Subcontractor employs unfit persons.
- 12.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 12.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 12.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 12.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 12.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 12.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

12.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Difficulties)) of the Key Subcontractor.

Joint Schedule 10 (Rectification Plan)

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

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

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

Joint Schedule 11 (Processing Data)

- 1.1 The only processing that the Processor is authorised to do is listed in this Joint Schedule 11 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 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 operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations 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.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
 - (a) process that Personal Data only in accordance with this Joint Schedule 11 (Processing Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, 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 Data Loss Event;
 - (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 this Contract (and in particular this Joint Schedule 11 (Processing 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 clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (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 this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (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;
 - (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.
- 1.5 Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:
 - (a) receives a Data Subject Request (or purported Data Subject 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 this 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 Data Loss Event.
- 1.6 The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly 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 the Controller to comply with a Data Subject 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 Data Loss Event;
 - (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.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. 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 GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this 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 (Processing Data) 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.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause 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 this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers as identified in in this Joint Schedule 11 (Processing Data) (in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of paragraphs 1.1-1.14 for the Personal Data under Joint Control.

Annex 1: a) Authorised Processing Template

[Framework][Call-Off] Contract:	RM 3808
Date:	
Description Of Authorised Processing	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS/the Buyer is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.</p> <p>In respect of Personal Data under Joint Control, paragraphs 1.1 to 1.14 of Joint Schedule 11 (Processing Data) will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Annex 2 to that Schedule instead</p>
Subject matter of the processing	<p><i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.]</i></p> <p><i>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]</i></p>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><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 combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p>

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	<i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc.]</i>
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	

Annex 1: b) Framework Contract Authorised Processing

Framework Contract	RM3808
Date:	
Description Of Authorised Processing	Details
Identity of the Controller and the Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.
Subject matter of the processing	Management of the Network Services 2 Framework Contract between CCS and the Supplier
Duration of the processing	Up to ten (10) years after the expiry or termination of the Framework Contract
Nature and purposes of the processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Contract including</p> <ul style="list-style-type: none"> i. Ensuring effective communication between the Supplier and CCS; and ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Contract in accordance with Core Terms Clause 15 (Record Keeping and Reporting)
Type of Personal Data	<p>Includes:</p> <ul style="list-style-type: none"> i. Contact details of, and communications with, CCS staff concerned with management of the Framework Contract; ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts

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	<p>awarded under the Framework Contract;</p> <p>iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract.</p> <p>iv. Contact details, and communications with Supplier staff concerned with management of the Framework Contract.</p>
Categories of Data Subject	<p>Includes:</p> <p>i. CCS staff concerned with management of the Framework Contract;</p> <p>ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract;</p> <p>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract;</p> <p>iv. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract.</p>
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder

Annex 2: Joint Controller Agreement

In this Annex the Parties must outline each party's responsibilities for:

- providing information to data subjects under [Article 13 and 14](#) of the GDPR
- responding to data subject requests under [Articles 15-22](#) of the GDPR
- notifying the Information Commissioner (and data subjects) where necessary about data breaches
- maintaining records of processing under [Article 30](#) of the GDPR
- carrying out any required Data Protection Impact Assessment
- The agreement must include a statement as to who is the point of contact for data subjects

The essence of this relationship shall be published.

You may wish to incorporate some provisions equivalent to those specified in Paragraphs 1.1-1.14 of Joint Schedule 11 (Processing Data).

You may also wish to include an additional provision apportioning liability between the parties arising out of data protection; of data that is jointly controlled.

Where there is a Joint Control relationship, but no controller to processor relationship under the contract, this completed Annex 2 should be used instead of paragraphs 1.1-1.14 of Joint Schedule 11 (Processing Data).

