

FRAMEWORK SCHEDULE 3 – FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

This Contract is made on theday
of.....

BETWEEN

(1) Secretary of State for Justice of 102 Petty France, Westminster, LONDON SW1H 9AJ (the "**Customer**"); and

(2) Connected Kerb Ltd. whose registered office is 5 Chancery Lane, LONDON WC4A 1BL whose company number is 11062616 (the "**Supplier**")

WHEREAS the Customer wishes to have provided the following Goods and/or Services namely vehicle charging infrastructure pursuant to the ESPO Framework Agreement (reference VCI 2).

NOW IT IS AGREED THAT

1. The Supplier will provide the Goods and/or Services in accordance with the Terms of the call-off Contract (reference number con_21708 and Contract Documents).
2. The Customer will pay the Supplier the amount due in accordance with the Terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
 - This Form of Contract
 - The Master Contract Schedule
 - Appendix A – Scope of Works
 - Appendix B – Performance Specification
 - Appendix C – Survey Reports
 - Appendix D – Site Layouts
 - Appendix E – Site Details
 - Appendix F – Call Off Terms relating to Vehicle Charging Infrastructure Contract REF VCI2
 - Appendix G - the Supplier's Pricing Schedule Electrical Charging points – Schedule of Rates – ITT – Rev8 submitted by the Supplier 15th December 2022.
 - Appendix H – the Supplier's Team Structure and Supply Chain

- Appendix I – Methodology
- Appendix J – Delivery Programme Phase 1
- Appendix K – Delivery Programme Phase 2
- Appendix L – Programme
- Appendix M – Health & Safety
- Appendix N – Sustainability
- Appendix O – Life Cycle Assessment
- Appendix P – Post-completion operations
- Appendix Q – Previous experience
- Appendix R – Social Value
- Appendix S – Proposed Social Value Gantt Chart

This document relates to and forms part of the Call-Off Terms

(Document Reference con_21708)

MASTER CONTRACT SCHEDULE

(ESPO Framework Reference VCI 2)

1. TERM
Commencement Date 2 nd January 2023
Expiry Date 31 st March 2024
Extension Period None
2. GOODS AND/OR SERVICES REQUIREMENTS
The provision of Electric Vehicle Charging Points as specified in Appendix B.
Performance/Delivery Location/Premises As set out in Appendix B.
Standards As set out in Appendix B.
Disaster Recovery and Business Continuity As per clause 6 in the VCI 2 Call Off Terms and Conditions contained in Appendix F.
3. SUPPLIER SOLUTION
Contained in Appendices G to S.

Key Personnel of the Supplier to be involved in the provision of the Goods, Services and Deliverables

REDACTED UNDER FOIA 40 PERSONAL INFORMATION

Supplier's inspection of the Premises and Infrastructure (where relevant)

Not relevant.

4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES

Implementation Plan and Milestones or e.g. Delivery schedule (including dates for completion and/or Delivery)

Contained in Appendices J to L.

Critical Service Failure

Not applicable.

Monitoring

As per clause 7 of the Call-Off Terms the Supplier shall comply with the monitoring arrangements referred to in the Master Contract Schedule and/or any other Contract Document including, but not limited to, providing such data and information as the Supplier may be required to produce under the Contract.

Management Information

Management Information shall be provided by the Supplier to the Customer in accordance with clause 7 of the Call-Off Terms on a date to be confirmed at the pre-start meeting.

The Supplier shall provide the Customer with a weekly status update throughout the Contract Period. The format and content are to be agreed between the Customer and Supplier at the pre-start meeting.

The Supplier shall provide the Customer with a monthly progress report which will detail progress against programme. This will be provided to the Customer ahead of the monthly meeting dates which are to be agreed at the pre-start meeting between the Customer and the Supplier.

5. CUSTOMER RESPONSIBILITIES

Customer's Responsibilities (where appropriate)

The Customer shall grant access to Customer Premises, to Supplier Personnel who comply with the Customer requirements set out in Appendix B.

Customer's equipment (where appropriate)

None.

6. CHARGES AND PAYMENT

Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))

See clause 11 of Appendix F.

The Contract Charges are contained within Appendix G.

The Customer's specific payment process is as follows:

- **Step 1** – Supplier submits an AFP (Application for Payment) to MACE/JACOBS. The AFP needs to show which Customer Premises and which milestone is being claimed, contract value, % complete, anything previously paid and amount being applied for. The AFP should also come with supporting information as required. Applications are to be submitted against the following milestones:
 - 1) Survey and Design Completion.
 - 2) Site Works Complete.
 - 3) Final Completion (Issue of all Handover documents, O&M, training etc)
- **Step 2** - JACOBS will review the costs being claimed and will agree with MACE that the items being claimed for have been completed/valued accordingly.
- **Step 3** – JACOBS to draft up an Interim Payment Certificate for each individual Customer Premises and issue to MACE for review and sign-off.
- **Step 4** – MACE will issue the Interim Payment Certificates to the Supplier and copy the Customer for information.
- **Step 5** – Once the Interim Payment Certificate has been received, the Supplier is to send an invoice and a copy of the Interim Payment Certificate to the Customer's finance team (**REDACTED UNDER FOIA 40 PERSONAL INFORMATION**) and copy (**REDACTED UNDER FOIA 40 PERSONAL INFORMATION**). The subject line of the email MUST SAY "VALUATION: **REDACTED UNDER FOIA 40 PERSONAL INFORMATION**/Site Name/EVCP"
- **Step 6** – Customer's finance team will confirm with Customer's Project Team whether the value can be receipted on the Customer's finance system. Once approved, the payment will be placed into the relevant pay-run and paid via BACS into the Supplier's nominated business account.

7. CONFIDENTIAL INFORMATION
The following Information shall be deemed Commercially Sensitive Information:

8. AGREED AMENDMENTS TO THE CALL-OFF TERMS

No amendments have been made to the Call Off Terms as issued at Appendix F.

9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. INTRODUCTION

- 1.1 The Supplier shall comply with any further written instructions with respect to processing by the Customer.
- 1.2 Any such further instructions shall be incorporated into this section 9 of the Master Contract Schedule.

Description	Details
Subject matter of the processing	Processing by the Supplier of Supplier Personnel's (including Supplier's sub-contractors) Personal Data for the purposes of obtaining the required security clearances to meet the Customer requirements set out in Appendix B.
Duration of the processing	Contract Commencement Date until Contract Expiry Date as set out in Section 1 Term.
Nature and purposes of the processing	Undertaking all required background checks using Personal Data necessary to gain the security clearances referred to above, for the purposes of enabling Supplier Personnel to provide the Contract Deliverables as set out in section 2 Goods and/or Services Requirements.
Type of Personal Data	Name, address, date of birth, NI number, telephone number, images, biometric data.
Categories of Data Subject	Supplier Personnel (as defined in Appendix F).
Plan for return and destruction of the data once the processing is complete unless requirement under union or	According to the requirements of the Processor for the return and destruction

member state Law to preserve that type of data.	of Personal Data collected for the purposes set out above.	
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10. Personal Data under the Joint Control of the Parties

The following section 10 applies to Personal Data under the Joint Control of the Parties as described in clause 16.8.15 of this Contract.

Not applicable. There is no personal data under the Joint Control of the Parties.

1. The [Parties] [Customer] [Supplier] shall be responsible for the provision of Information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where Personal Data are collected from the Data Subject).
2. The [Parties] [Customer] [Supplier] shall be responsible for the provision of Information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where Personal Data have not been obtained from the Data Subject).
3. The [Parties] [Customer] [Supplier] shall be responsible for responding to any request for Information from a Data Subject under GDPR Article 15 (Right of access by the Data Subject).
4. The [Parties] [Customer] [Supplier] shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).
5. The [Parties] [Customer] [Supplier] shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).
6. The [Parties] [Customer] [Supplier] shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).
7. The [Parties] [Customer] [Supplier] shall be responsible for notifying any rectification or erasure of Personal Data or restriction of processing carried out in accordance with GDPR Articles 16, 17 and 18 to each recipient to whom the Personal Data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of Personal Data or restriction of processing).
8. The [Parties] [Customer] [Supplier] shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).
9. The [Parties] [Customer] [Supplier] shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).
10. The [Parties] [Customer] [Supplier] shall be responsible for ensuring a Data Subject is not subject to a decision based solely on automated processing, including profiling which causes legal effects or significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).
11. The [Parties] [Customer] [Supplier] shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any Personal Data

breach in accordance with GDPR Article 33 (Notification of a Personal Data breach to the supervisory authority) and Article 34 (Communication of a Personal Data breach to the Data Subject).

12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).
13. [The [Parties] [Customer] [Supplier] shall be responsible for carrying out a Data Protection Impact Assessment in accordance with GDPR Article 35 (Data Protection Impact Assessment) and Article 36 (Prior consultation).]
14. The Parties agree that the [Customer] [Supplier] shall be the point of contact for Data Subjects.