

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

Order Form

CALL-OFF REFERENCE: SR928426754

THE BUYER: HMRC

BUYER ADDRESS 100 Parliament Street, London, SW1A 2BQ

THE SUPPLIER: HIGH COURT ENFORCEMENT GROUP LIMITED
SUPPLIER ADDRESS: Marine House, 2 Marine Road, Colwyn Bay, LL29
8PH

REGISTRATION NUMBER: 04527630

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10/05/22.

It's issued under the Framework Contract with the reference number RM6226 Debt Resolution Services Lot 14: Process Servers for the provision of Process Servers.

CALL-OFF LOT(S):

Lot 14: Process Servers

CALL-OFF INCORPORATED TERMS:

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

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

Joint Schedule 1 (Definitions and Interpretation) **RM6226**

Framework Special Terms HMRC Mandatory Terms

The following Schedules in equal order of precedence:

Joint Schedules for RM6226: Debt Resolution Services

Joint Schedule 1 (Definitions)

Joint Schedule 2 (Variation Form and Change Control Procedure)

Joint Schedule 3 (Insurance Requirements)

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data)

Joint Schedule 12 (Supply Chain Visibility)

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Call-Off Schedules for **RM6226 Debt Resolution Services**

Call-Off Schedule 1 (Transparency Reports)

Call-Off Schedule 2 (Staff Transfer)

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Schedule 5 (Pricing Details)

Call-Off Schedule 7 (Key Supplier Staff)

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

Call-Off Schedule 9 (Security Requirements)

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 14 (Service Levels)

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

Call-Off Schedule 20 (Call-Off Specification)

Special Terms 1 (HMRC Mandatory Clauses)

CCS Core Terms (version 3.0.11)

Joint Schedule 5 (Corporate Social Responsibility) **RM6226 Debt Resolution Services**

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

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

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:
See Special Terms 1

CALL-OFF START DATE: Friday 24th June 2022

CALL-OFF EXPIRY DATE: Monday 23rd June 2025

CALL-OFF INITIAL PERIOD: 3 years 0 months

CALL-OFF OPTIONAL EXTENSION PERIOD Up to 12 months

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Value: Up to £3.6 million inclusive of VAT.

CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1 million.

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

Recoverable under HMRC expenses policy

PAYMENT METHOD

Payment via BACS through MyBuy system. Invoices will be sent to HMRC via the Ariba Network

BUYER'S INVOICE ADDRESS:

Invoices to be transacted through MyBuy Service.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF: To be confirmed

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
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[REDACTED]

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[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

Company Name: Excel Civil Enforcement Limited

Company Address: Marine House, 2 Marine Road, Colwyn Bay, LL29 8PH

Company No: 03266042

COMMERCIALY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information:

- a) Supplier's Tender Response
- b) Security Plan
- c) Supplier's Rate Card

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

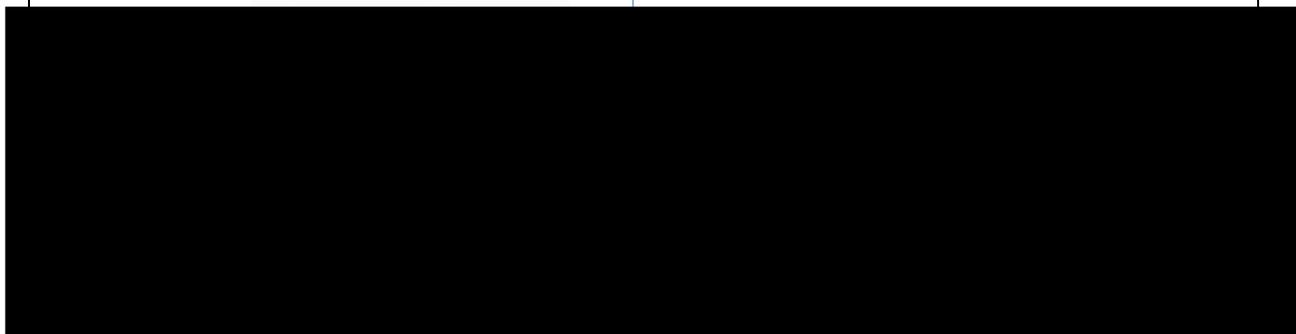
GUARANTEE

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)]

For and on behalf of the Supplier:	For and on behalf of the Buyer:
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Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 where a standard, policy or document is referred to by reference of a hyperlink, if that hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the CCS and the Parties shall update the reference to a replacement hyperlink.

1.3.14 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.15 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.16 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

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

"½ Day"	4 Work Hours, whether or not such hours are worked consecutively or not, provided they are worked on the same day, for a specific grade of Supplier Staff in accordance with the SFIA Skills Model 7.0, exclusive of lunch break, travel and related expenses;
"Account"	each individual Debt balance, as amended by an adjustment file from time to time, contained in a Placement file issues by the Buyer to the Supplier from time to time;
"Access Information"	the information provided by the Buyer to the Supplier that confirms to the best of the Buyer's knowledge, the legal basis upon which the Supplier may access a Customer's credit file held by a Credit Reference Agency;
"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;

"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Advisory"	Services that require line of business expert advice, as set out in Part D of Framework Schedule 1 (Specification);
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Affordability Assessment"	an assessment undertaken regarding the Customer's ability to afford to repay money to the Buyer using relevant and appropriate data and information as set out within the Supplier's Solution;
"Agent"	a person acting on behalf of a Customer or Buyer;
"Allowable Commission Charge"	a commission charge that is within the parameters of the relevant agreed Commission Cap;
"Alert"	a communication to the Buyer from the Supplier relating to an action or event based on a Buyer's pre-defined criteria;
"Allowable Commission Charge"	a commission charge that is within the parameters of the relevant agreed Commission Cap;
"Allowable Costs"	those costs to be taken into account for the purposes of calculating: a) Profit in accordance with Paragraph 6 (Profit review) of Framework Schedule 3 (Framework Prices), and b) any Charges relating to any Set-Up Charge, Variation or Change, including any costs that are not Disallowed Costs of Framework Schedule 3 (Framework Prices);
"Annex"	extra information which supports a Schedule;
"Appraisal"	as applicable to the Service, the Supplier's estimation of the: 1 value of Goods or Assets, based on factors such as cost, the income it generates and / or fair market value; 1.size and fragility of the goods and the required means of removal and storage and sale of the Goods;

"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Approved Scanning Vendor"	an approved PCI Approved Scanning Vendor recognised by the Payment Card Industry's Security Standards Council;
"Audit"	<p>the Relevant Authority's right, during the Contract Period and for 18 Months thereafter, to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or

	k) verify the accuracy and completeness of any Management Information and any reports delivered or required by the Framework Contract or any Call-Off Contract;
"Auditor"	a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Data"	any Data belonging to or in the possession, custody or control of the Buyer;
"Buyer Delivery Team"	the Personnel appointed by the Buyer to oversee the implementation of the Services and/or Service delivery, as the context requires;
"Buyer Portal"	an online portal provided by the DCA Subcontractor accessible by Buyers to support delivery of the Services;

"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 Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"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
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form and shall be for a maximum period of 4 years excluding any Call-Off Optional Extension Period, and in any case shall not survive the Framework Contract by more than 3 years;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract shall be 4 years or as otherwise specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods up to a maximum of 3 years in increments of 1 year beyond which the Call-Off Initial Period may be extended as specified in the Order Form, but the Call-Off Contract Period and Call-Off Optional Extension Period combined shall not survive the Framework Contract by more than 3 years;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Capped Prices"	the maximum price payable by any Buyer for the Service as set out in this Framework Schedule 3 (Framework Prices);
"Card Holder"	a person who has a Credit Card or Debit Card;

"Case Management System"	The IT software and Hardware used by the Supplier to deliver the Services and/or input and retain an accurate, auditable and current record of all Buyer Placements including all Customer records, and to record details of all activity and communications undertaken by the Supplier or any Subcontractor or the Customer or the Buyer relating to any individual Debt, Customer, Debt Type and/or Service;
"Case Number"	a reference number provided by the Buyer or Supplier that enables identification and referencing of individual Accounts;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change"	is a Fast Track Change or a Standard Change;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Change"	a Fast Track Change or a Standard Change;
"Changeable"	the costs, expenses and charges incurred by the Supplier for which it can be reimbursed or claim from the Buyer as part of the Charges;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

“Click Fees”	the Unit Price for the different elements of Charges relating to the Affordability and Monitoring Solutions Service and the Click Fee shall be the total price for a single Customer Account, for the complete set of actions, interactions, processes, systems, data and Supplier Staff required to deliver the single instance of the complete activity as per Table 1 of Part D of Framework Schedule 3 (Framework Prices), and “Click” shall be construed accordingly;
“Client Services”	the Services and Key Staff provided by the Supplier to the Buyer relating to support, advice, information and resolution of issues or risks relating to the Service, as more particularly set out in Framework Schedule 1 (Specification);
“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;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
“Commission”	the sum being a set percentage of the value of the Debts reclaimed by the Buyer from Customers or of failure savings established by the Supplier as appropriate to the pricing conditions of the Service;
“Commission Payment”	the cumulative Commission paid or owed by the Buyer to the Supplier in consideration of the Managed Collections Services or the DCS Subcontractors collecting Debts for and on behalf of the Buyer;
“Commission Price”	the price or rate of Commission relating to the specific Service;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
“Condition Precedent”	the pre-conditions set out in the Framework Award Form and/or Call-Off Order Form that must be complied with by the Supplier;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;

"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Report"	the itemised profit and loss to be reported by the Supplier, in relation to the Services Ordered by each Buyer, to CCS on a quarterly basis or as otherwise notified to the Supplier in writing by the CCS;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation;

	<p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>e) Overhead;</p> <p>f) financing or similar costs;</p> <p>g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>h) taxation;</p> <p>i) fines and penalties;</p> <p>j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<p>“Credit Reference Agency” or “CRA”</p>	<p>a company which collects information relating to the credit ratings of individuals and which may be a Subcontractor from time to time;</p>
<p>“CRA Record”</p>	<p>a record of personal and business financial and related information held by a Credit Reference Agency;</p>
<p>"CRTPA"</p>	<p>the Contract Rights of Third Parties Act 1999;</p>
<p>“CSAT”</p>	<p>the customer satisfaction score given by the Customer’s in relation to the Service being delivered by the Supplier on behalf of the Buyer based on a score or 1 to 5, where:</p> <ol style="list-style-type: none"> 1. Very unsatisfied 2. Unsatisfied

	<p>3. Neutral</p> <p>4. Satisfied</p> <p>5. Very satisfied</p> <p>Only responses of 4 (satisfied) and 5 (very satisfied) are included in the calculation:</p> <p>Number of satisfied Customers (4 and 5)/ Number of survey responses) x 100 = % of satisfied Customers</p>
“Customer”	a person which is or has been in Debt to a Buyer;
“Customer Data”	any and all data and information relating to (a) a Customer, and/or (b) persons who may be connected or associated with the Customer, excluding Personal Data;
“Customer Portal”	an online portal provided by the DCA Subcontractor and/or Supplier and accessible by Customers to support delivery of the Services;
“Data”	all data, information and communications in whatever form or format, including Government Data, Confidential Information, and Personal Data;
“Data Dictionary”	the Supplier’s collection of names, definitions and attributes about data elements that are being used or captured in a database, information system and/or us or provide as part of the Services;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
“Data Protection Liability Cap”	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Debt Collection Agency” or “DCA”	a Subcontractor providing Debt Collection Services to the Supplier of Lot 1 Services;

“DCA Commission Cap”	the cap on Commission charged by the Supplier or by DCA Subcontractors to the Supplier, relating to a particular Buyer Debt Type, that can be Pass Through Charges to the Buyer, and is reflected as a percentage of gross Debt collected from Customers by the DCA Subcontractor, as set out at Section 1 of Annex 1 of Part A of Framework Schedule 3 (Framework Prices);
“DCA Commission Charge”	a Commission Charges payable to DCA Subcontractors based on a variable percentage of gross Collections of the Buyer’s Debts achieved;
“DCA Subcontractor”	a Subcontractor for Lot 1 Services;
“Debt”	an obligation or liability to pay an amount of money to the Buyer;
“Debt Collection Services”	has the meaning given to it in Part B of Framework Schedule 1 (Specification);
“Debt Recovery”	the collection of Debts (in whole or part) by the Supplier or Subcontractor from the Customer;
“Debt Segment”	a subgroup of Debt within a Debt Type which has a different liquidation curve to other debt segments of that Debt Type, and which are defined by using characteristics which are key liquidation predictors;
“Debt Stock”	the cumulative volume and value of Debt owned by a single or group of Buyers, as the context requires;
“Debt Type”	the classification given to a Debt by the Buyer which falls broadly falls within one or more of the classifications of Services set out in Framework Schedule 1 (Specification) and shall include, upon completion of the Variation Procedure, any New Debt Type;
“Dedicated Account”	the account identified by the Buyer in the Call-Off Contract as the account into which the Supplier shall pay Debt monies recovered from the Customer, and the Buyer may require the Supplier to use a particular name or reference to identify the applicable Customer Debt repaid;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Deed of Trust"	the agreement that may be put in place between the Buyer and the Supplier and/or a Subcontractor (or other third party) providing Debt Collection Services under a Call-Off Contract between the Buyer and Supplier. The purpose of the Deed to Trust is to ensure that any monies seized or which otherwise comes into the possession custody or control of the Supplier and/or Subcontractor (or other third party) are held on trust for the Buyer;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other

	default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	as the context may require: (a) Goods and/or Services detailed in Framework Schedule 1 (Specification) that may be ordered by the Buyer under the Call-Off Contract, including the Documentation; and (b) Framework Services under the Framework Contract;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Direct Payments"	payments made by a Customer directly to the Buyer;
"Disallowed Costs"	the costs used to calculate profit with regards Paragraph 6 (Profit Review) of Framework Schedule 3 (Framework Prices) and in the calculation of any Charges for the Set-Up Charge and Change and Variation, which include: a) any total or apportioned corporate overhead cost that is not directly and solely attributable to the Service; b) financing costs/cost of capital; c) any associated interest from a loan from a parent or any other group company entity; d) any depreciation or amortisation that is not calculated using recognised UK accounting Standards; e) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or anything else; f) any fines or penalties incurred by the Supplier; g) notional/deemed costs; h) any costs associated with Intellectual Property Rights;

	<p>i) inter-company trading where the price of goods or services between related companies where the pricing arrangements differ from those in normal 3rd party trading transactions; and</p> <p>j) any other cost that is not directly and solely attributable to the delivery of the Service;</p>
"Disbursements"	the Chargeable fees relating to the Services as set out in Part G, Table 1 URNs 6.0s and Part H, Table 1 URNs 7.0c of Framework Schedule 3 (Framework Prices);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Deliverables and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;

“Drive-by Asset Valuation”	has the meaning given to it in Paragraph 19.2 of Part G of Framework Schedule 1 (Specification);
“Drive-by Valuation”	has the meaning given to it in Paragraph 19.2 of Part G of Framework Schedule 1 (Specification);
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
“DVLA”	Driver Vehicle Licensing Agency;
“Enforcement Agency” or “EA”	a Supplier of Lot 5 Services and/or Subcontractor EA Subcontractor to the Supplier of Lot 20 Services;
“EA Subcontractor”	an Enforcement Agency Subcontractor providing EA Services;
“Effective Date”	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
“Electronic Invoice”	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Optional Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
“Enforcement Agency” or “EA”	a Supplier of Lot 5 Services and/or an EA Subcontractor to the Supplier of Lot 20 Services;
“Enforcement Fees”	the fees prescribed within Taking Control of Goods (Fees) Regulations 2014;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

“Estimated Year 1 Charges”	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
“Estimated Yearly Charges”	<p>means for the purposes of calculating each Party’s annual liability under clause 11.2 :</p> <ul style="list-style-type: none"> i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
“Exempt Buyer”	<p>a public sector purchaser that is:</p> <ul style="list-style-type: none"> a) eligible to use the Framework Contract; and ● is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: <ul style="list-style-type: none"> ○ the Regulations; ○ the Concession Contracts Regulations 2016 (SI 2016/273); ○ the Utilities Contracts Regulations 2016 (SI 2016/274); ○ the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); ○ the Remedies Directive (2007/66/EC); ○ Directive 2014/23/EU of the European Parliament and Council; ○ Directive 2014/24/EU of the European Parliament and Council; ○ Directive 2014/25/EU of the European Parliament and Council; or ○ Directive 2009/81/EC of the European Parliament and Council;
“Exempt Call-off Contract”	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
“Exempt Procurement Amendments”	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Exporting Supplier"	a former incumbent supplier that previously delivered equivalent or similar services;
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period , as the context dictates;
"Fairness Principles"	the Government's 'Principles of fairness for government debt collection' detailed in Section D of the Government Functional Standard: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/886367/GovS-014-Debt-Functional-Standard.pdf ;
"Fast Track Change"	is Change that is described in Paragraph 2 of Part B of Joint Schedule 2 (Variation Form and Change Control Procedure);
"FED"	Fraud, Error, Debt;
"Financial Conduct Authority" or "FCA"	is the conduct regulator for financial service firms and financial markets in the United Kingdom and the prudent supervisor of firms, setting specific standard that must be met by them (see www.fca.org.uk);
"Financial Year"	the Buyer's financial year being the period beginning April 1 st and concluding March 31 st ;
"Fixed Price"	a price where the total cost is fixed;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies;

	d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party as soon as practicable on becoming aware that a Force Majeure Event has occurred, or is likely to occur, stating: <ul style="list-style-type: none"> a) that the Affected Party believes that there is a Force Majeure Event; b) details of the Force Majeure Event; c) the date from which the Force Majeure Event has prevented or hindered or its best estimate of the date from which the Force Majeure Event will prevent or hinder, the Affected Party in the performance of its Contract obligations; d) the Contract obligations so affected; e) its best estimate of the date upon which it shall be able to resume performance of its affected Contract obligations; and f) the reasonable intervals that updated information shall be provided on the status of the Force Majeure Event and the steps which the Affected Party has taken and is taking to resume performance of its Contract obligations so affected;
"Foreign Registered Vehicles"	vehicles that are not registered in the United Kingdom with the DVLA;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;

"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the later of: a) the date on which the Framework Contract is signed by both Parties; and b) the date on which all Conditions Precedent have been satisfied or waived in writing in accordance with Clause 2.1 (Condition Precedent) of the Core Terms;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Fraud"	any wrongful or criminal deception intended to result in financial or personal gain;
"Full Authorisation"	the full authorisation provided by the FCA to carry out regulated activities;
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"General Operating Requirements"	the general Specification requirements set out in Part A of Framework Schedule 1 (Specification) that all Suppliers must comply under all Lots;
"General Requirements"	the general Specification requirements set out in Part A of Framework Schedule 1 (Specification) that all Suppliers must comply under all Lots;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Apprenticeship"	a scheme created by the Government relating to the employment of apprentices;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"GPS"	Global Positioning System;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Help Desk"	the Supplier Staff, processes and systems used by the Supplier to support the Buyer;
"High Court Enforcement"	the process of enforcement via the High Court;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Environment"	the Buyer System and the Supplier System;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Immobilising Vehicles"	the prevention of the movement or operation of a Customer's vehicle by the Supplier and/or Subcontractor;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation;

	<p>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Industry Standard"	each of the Standards, policies and guidelines identified as such in the table in Paragraph 10 of Framework Schedule 1 (Specification), as amended from time to time by CCS and the Supplier in accordance with the Variation Procedure;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Information Sharing"	the provision and receipt of information between parties authorised by the Buyer in writing to do so;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p>

	<p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
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"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Integrated Service Management"	has the meaning given to it in Paragraph 4 of Part B of Framework Schedule 1 (Specification);
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Interim Permission"	the interim permission provided by the CA pending the Full Authorisation process being completed;
"International Enforcement"	any enforcement actions or Services delivered by the Supplier to the Buyer where the Customer resides outside the United Kingdom;
"Inventory"	a complete list of items such as property, goods in stock or the contents of a building sized by the Supplier from the Customer or compiled by the Supplier relating to the Service;
"Inventory of Seizure"	the document that records details of goods seized by the Supplier from the Customer through the Enforcement Service as detailed within Part L of Framework Schedule 1 (Specification);
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"IVA"	Individual Voluntary Arrangement;

“Joint Controller Agreement”	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of Processing;
“Key Deliverable”	a) one or more key aspects of the Deliverables available to be Ordered as set out in Paragraph 1.11 Framework Schedule 1 (Specification); or b) the key requirements regarding the Deliverables under each Lot that is to be delivered by the Supplier to the Buyer;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract; and/or d) who is an EA Subcontractor and/or a DCA Subcontractor, and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
“Land Registry”	HM Land Registry;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
“License”	the permissions granted by the Supplier, including any limitations, to an individual within the Buyer's organisation that allows that user to use the Product, platform and Service as per the

	Specification for that Service and/or as per the Buyer's requirements as set out within their Contract;
"Litigation Action Strategy"	has the meaning given to it in Paragraph 1(A) of Part G (Lot 6) Litigation Services England and Wales (URN 6.0) of Framework Schedule 1 (Specification);
"Litigation Costs Proposal"	the costs schedule provided by the Supplier to the Buyer for Approval, which outlines the expected costs of the Supplier's proposed litigation action, as set out in Framework Schedule 3 (Framework Prices) which includes advice on any risk of the costs escalating beyond those outlined in the proposal and any options for review and cessation of activities that may curtail the costs;
"Litigation Services"	the Services detailed in Part G of Framework Schedule 1 (Specification);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Managed Collection Services"	has the meaning given to it in Part B of Framework Schedule 1 (Specification);
"Managed Enforcement Services Provider" or "MESP"	the Supplier of the Managed Enforcement Services described in Part L of Framework Schedule 1 (Specification);
"Managed Services"	the Services delivered to a Buyer by a Supplier that is a Managed Services Provider;
"Managed Services Provider"	the Supplier of Managed Services as described in Part B and Part L of this Schedule 1 (Specification);
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in: a) Framework Schedule 5 (Management Charges and Information); and b) as set out in the Call-Off Contract;
"MI Default"	when two (2) MI Reports are not provided in any rolling six (6) month period

"MI Failure"	when an MI report: a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Monitoring"	the systematic review of Customer Data and/or information by the Supplier as part of the Service provided to the Buyer;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"Monthly Volume Bank"	a set of defined ranges of the volume of Units, Licenses, Clicks or activities that a Buyer consumes in a Month, that is used to calculate the Charges for the applicable Service;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New Debt Type"	where a debt type is not current classified as a "Debt Type" within the Buyer's Call-Off Contract but the Buyer requires the Supplier to provide Services for that debt type, then that new debt type may be added to the Call-Off Contract by the Buyer in accordance with the Variation Procedure;
"New IPR"	a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR;
"Non-Fee-Paying Advice Agents"	organisations that provide free at the point of access debt advice;

“Notice of Enforcement”	a formal notice issued by an Enforcement Agency (EA) to a Customer advising the Customer of the EA intention to visit the Customer’s residence for the purpose of recovering monies owed in line with the Taking Control of Goods Act 2014;
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
“On Hold”	the process of the Supplier suspending all action on an Account or case;
“Open Book Costs”	the Supplier Costs calculated and aligned to the Open Book Data requirements;
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier’s Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;

	<ul style="list-style-type: none"> iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
“Operational Change”	<p>any Change in the Supplier’s operational procedures, undertaken in accordance with Paragraph 6 of Part B of Joint Schedule 2 (Variation Form and Change Control Procedure), which when implemented:</p> <ul style="list-style-type: none"> a) will not: <ul style="list-style-type: none"> (i) affect the Charges and will not result in any other costs to the Relevant Authority; (ii) adversely affect the interfaces or interoperability of the Deliverables with any Relevant Authority IT infrastructure; (iii) require a Variation to the Framework Contract and/or any Call-Off Contract; and b) may change the way in which the Deliverables are delivered but not adversely affect the output of the Deliverables or increase risks in performing or receiving the Deliverables;
“Operational Manual”	<p>a detailed record maintained and updated by the Supplier and agreed by the Buyer of all Supplier Staff, systems, interfaces, vehicles, processes and procedures and broader infrastructure relating to the Services, that shall be provided to the Buyer at the times, intervals and occasions stipulated by the Buyer;</p>
“On-line Assets Sale”	<p>the sale of Customer or Buyer assets by the Supplier via the internet;</p>
“On-Screen Interfaces”	<p>the software and systems, provided by the Supplier to the Buyer that enable access to and delivery of the Service;</p>

“Optional Pricing”	the prices available for Optional Services;
“Optional Services”	those non-mandatory Services to be delivered to the Buyer by the Supplier as set out in each Part of Framework Schedule 1 (Specification);
"Order"	an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract; and “Ordered” shall be construed accordingly;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
“Original Debt Balance”	the Debt balance, according to the buyer, when the Customer Account was initially Placed with the Supplier by the Buyer;
“Other Charges”	Charges that are not expressly set out in Framework Schedule 3 (Framework Pricing) but which are referred to in the Specification;
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
“Other Service Provider” or “OSP”	a supplier or contractor of the Buyer who provides the Buyer with goods and/or services but is not a party to the Call-Off Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier’s or the Key Subcontractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
“Paid-Over”	the transfer of funds by the Supplier to the Buyer where those funds were collected by the Supplier and any Subcontractor as part of the delivery of the Services;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
“Pass Through Charges”	the costs and fees relating to Services provided by persons other than the Supplier which the Supplier is permitted to pass directly through to the Buyer without adding any additional cost, value or risk, in accordance with the provisions of the Buyer’s Call-Off

	Contract, and within the Managed Collections Services the Allowable DCA Commission Charge as set out in Framework Schedule 3 (Framework Prices);
“Payment Arrangements”	any agreed arrangement between the Supplier or applicable subcontractors and a Customer relating to repayment of debt owed to the Buyer;
“Payment Card Industry Data Security Standard” or “PCI-DSS”	the Standards set by the payment cards industry standards council (see: http://www.pcisecuritystandards.org/)
“Payment Reference Number”	a unique reference number applied by the Supplier to each Customer payment;
“Penalty Charge Notice” or “PCN”	a written notice issued to motorists found in contravention of parking restrictions, waiting restrictions and some moving traffic offences that are treated as civil, not criminal, offences and that request payment of a penalty charge associated with the contravention;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
“Personal Data Breach”	has the meaning given to it in the UK GDPR;
“Personnel”	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
“Placed”	an Account which has been referred (i.e. on the date the Placement file is received by the Supplier) by a Buyer to the Supplier for the provision of one or more Ordered Deliverables, and “Placement” shall be construed accordingly;
“Placement Date”	the date following the first complete Working Day after the Order has been Placed with the Supplier for Deliverables, unless otherwise agreed in writing by the Parties;
“Placement Period”	the period of time the Account shall remain Placed with the Supplier, commencing on the Placement Date, subject to any Time-To-Pay Arrangement entered into during this period, unless the Debt is recalled earlier by the Buyer or the Outstanding Balance is reduced to zero;

"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Presenting Officer" or "PO"	a person appointed to present a case to a court on behalf of the Buyer;
"Price Adjustment"	the Charges paid by the Buyer to the Supplier in respect of the Service Management Fee;
"Price Adjustment Proposal"	the documented methodology and calculations relating to a proposed price adjustment as set out in Paragraph 6.1 to 6.3 of Framework Schedule 3 (Framework Prices);
"Pricing Proposals"	a written proposal that the Supplier must provide to the Buyer for the Buyer's Approval, that estimated or confirms (as applicable) the Charges that the Buyer will incur if the Supplier delivers the Supplier's proposed litigation action(s) in line with the Service;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Products"	the singular or combination of Supplier Staff, IT, software, processes, data, information and all infrastructure provided by the Supplier to deliver the Services, as appropriate, to the Service as defined within Framework Schedule 1 (Specification);
"Profit"	the Supplier's revenue from the Service minus Actual, Allowable costs and excluding Tax;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>i) induce that person to perform improperly a relevant function or activity; or</p> <p>ii) reward that person for improper performance of a relevant function or activity;</p>

	<p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
“Propensity Score”	a score derived by the Supplier and provided to the Buyer using a range of data sources relating to a Customer’s propensity to pay Debts and other monies owed;
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
“Public Sector Standards”	each Standard, policy and guidelines identified as “Public Sector Standards” in Paragraph 10 of Framework Schedule 1 (Specification);
“Quality Plan”	the plan that ensures that all aspects of the Deliverables are the subject of quality management systems and are consistent with the Standards;
“Queries”	a request for information or clarification from the Customer or Supplier relating to the Services;
“Quotation”	a non-binding indicative price provided to the Buyer by the Supplier when the Variation procedure does not apply;
“R&A”	research and analysis relating to the Buyer’s Advocacy Service as detailed in Part E of Framework Schedule 1 (Specification) and in accordance with the terms of their Call-Off Contract;
“Recall”	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects

	(including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Registered Keeper"	the person registered with the DVLA or the foreign equivalent of the DVLA as keeper of a vehicle as the Service dictates;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates that the Buyer will reimburse as set-out within their Call-Off Contract and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);

	b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Residential Trace and Collect"	the Service relating to the use of data, information and debt collection systems, people, processes and infrastructure to locate and correctly identify Customers and individuals and their addresses and collect Debts from those Customers and individuals as instructed by the Buyer;
"Revenue"	Charges paid by the Buyer and received by the Supplier for the Services;
"Revenue Band"	the thresholds relating to the value (in pounds sterling (£)) of Managed Service Provider revenue from the Managed Collections Service;

"Revised Service Management Fee"	as defined in Paragraph 3.3 of Framework Schedule 3 (Framework Prices);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Secure File Transfer Mechanism"	a method of securely transferring materials and files containing data and information relating to the provision of the Services, between the Buyer Supplier and Other Service Providers, as applicable;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security Requirements) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;

"Security Requirements"	the requirements set out Annex 1 of Call-Off Schedule 9 (Security Requirements) that the Supplier must comply with: a) as a Condition Precedence to being awarded a particular Lot under this Framework Contract, and b) throughout the Contract Period of the Contract;
"Seizure"	the taking possession of goods or assets according to lawful procedures;

"Self Audit Certificate"	the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Delivery Month"	a Month within which the Service was Delivered;
"Service Fees"	the Monthly service charge payable by the Buyer for support activities relating to the Affordability and Assessment and Monitoring Services;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);

“Service Management Fee Recalculation”	Has the meaning set out in Paragraph 3.4 of Framework Schedule 3 (Framework Prices);
“Service Management Fee Revenue”	the Charges that the Supplier has received relating specifically to the provision of a Managed Service and excluding any Pass-Through Charges;
“Service Management Fee”	Charges payable by the Buyer to the Managed Service Provider (MSP) based on a fixed percentage of gross collections as set out in Part A Annex 1 URN 1.0 of Framework Schedule 3 (Framework Prices);
"Service Period"	has the meaning given to it in the Order Form;
“Service Solution Document”	a document providing detailed information relating to the Supplier Staff, processes, systems, services, suppliers, infrastructure, dependencies, risks and costs associated with any Change Control Procedure proposal;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
“Set-Up Charge”	the Charge payable by Buyers to Suppliers to meet bespoke Buyer requirements Ordered, in accordance with Paragraph 2 or Schedule 3 (Framework Prices);
“Set-Up Cost”	the cost incurred by the Supplier relating to the work required by the Supplier to meet the Buyer requirements as set out in Paragraph A of Framework Schedule 3 (Framework Prices and Set-Up Costs may differ from the Set-Up Charge if any or all of the Set-Up Costs are not chargeable);
"Sites"	any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
“SMART”	an acronym for specific, measureable, achievable, realistic and time-bound;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;

“Social Value Deliverables”	as defined in Paragraph 16 of Part A of Framework Schedule 1 (Specification)
“Social Value Plan”	the plan developed by the Supplier that details the methodology, timing, resources, Supplier Staff, and Key Staff, relating to the Social Value Deliverables it will deliver as a result of being awarded the Contract;
“Social Value Proposals”	the proposals made by the Supplier relating to Social Value which it will deliver under the terms of the Contract;
“Solicitors Regulatory Authority” or “SRA”	the regulatory body that regulates solicitors in England and Wales;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
“Specific Requirements”	the specific Specification requirements that each Supplier must comply with as set out in Parts B to L of Framework Schedule 1 (Specification), which relate to the specific Deliverables Ordered by a Buyer under the Call-Off Contract, and these are in conjunction the Supplier complying with Part A (General Requirements) of Framework Schedule 1 (Specification);
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
“Standard Change”	a Change that is not a Fast Track Change and which is further described in Paragraph 2 of Joint Schedule 2 (Variation Form and Change Control Procedure);
“Standard Financial Statement”	the Money and Pension Service’s Standard Financial Statement that is to be used by the Supplier as part of their Customer Affordability Assessment;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business

	<p>sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Charges"	Charges payable for the storage of Buyer owned or controlled Goods and/or Assets, Ordered as part of the Services;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including

	<p>the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Data"	Data belonging to the Supplier;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Social Value Action Plan"	has the meaning given to it in Paragraph 3.22 of Part A of Framework Schedule 1 (Specification);
"Supplier Solution"	the solution provided by the Supplier which describes the way in which the Supplier will deliver the Services as set out within Framework Schedule 2 (Framework Tender);

"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"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);
"Support Fees"	the fees Chargeable by the Supplier to the Buyer, for those aspects of the Service expressly permitted to be Charges to the Buyer under the Contract, and which do not fall within the Affordability and Monitoring Service Charges at Part D of Framework Schedule 1 (Specification);
"Support Team"	the Supplier Staff responsible for providing support to the Buyer in the delivery of the Services;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Targeted Enforcement"	specific actions relating to specific individuals or groups of individuals, as defined by the Buyer, to be delivered by the Supplier;
"Tax"	<p>a) all forms of taxation whether direct or indirect;</p> <p>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	<p>a plan:</p> <p>a) for the Testing of the Deliverables; and</p>

	b) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Time-To-Pay Arrangement"	an agreement entered into by or on behalf of the Buyer and Customer for payment of the Debt in instalments;
"Tranche"	all Debts of the same Debt Type Placed by the Buyer for Collection within a Month;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"UKAS"	United Kingdom Accreditation Service;
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"Unique Reference Number" or "URN"	the reference that enables Buyers and Suppliers to identify the Service and the associated Deliverables within the Framework Schedule 1 (Specification) and Schedule 3 (Framework prices) and that shall be used to identify the Services required and the associated Prices in any Call-Off Order Form
"Unit"	one standard single segment or element of a Service;
"Unit Price"	the price payable for a Unit or part of a Unit, in the context of a specific Service;
"Variable Percentage"	a percentage that is variable relating to Commission Based Prices;

"Variation"	any change to a Contract, including a Change made under the Change Control Procedure and an Operational Change made in accordance with Paragraph 6 of Joint Schedule 2 (Variation Form and Change Control Procedure);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Vehicle Charges"	the charges relating to the Supplier's use of vehicles in delivering the Auctioneers Service as per URN 8.0 Table 1 in Framework Schedule 3 (Framework Prices);
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form and Change Control Procedure)

Part A - Variation Form

This Variation Form shall be used to make a Variation or Change (in accordance with the Change Control Procedure set out in Part B of this Schedule) to the Contract in accordance with Clause 24 (Changing the Contract).

Contract 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]	
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	
Implementation Plan / Testing required;		
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: 2 [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

- a) This Variation Form 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 Form shall have the meanings given to them in the Contract.
- 3 The Contract, including any previous Variation and Changes, shall remain effective and unaltered except as amended by this Variation Form.

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	

Part B Change Control Procedure

This Part B of this Schedule sets out the process to be followed when CCS or the Buyer wishes to make a Change in the way in which the Deliverables or Service is provided by the Supplier.

Definitions

The following definitions apply to this Schedule and are supplemental to those in Joint Schedule 1 (Definitions):

Actual Expenditure	the amount of money spent that a Supplier actually incurred in implementing a Change
Change	a change made to the way in which any Deliverables or Service is provided by the Supplier to the Buyer under the Call Off Contract, which has been requested by the Buyer and agreed with the Supplier as part of the Change Control Procedure;
Change Control Procedure	the processes and procedures to be followed by the CCS or Buyer (as appropriate) and Supplier in proposing, agreeing, executing, delivering, reporting and managing Changes to the Services or Deliverables under the Contract;
Change Implementation Plan	the plan provided by the Supplier to CCS or the Buyer (as appropriate) for the provision of the Deliverables set out in the draft Variation Form sent by the CCS or the Buyer to the Supplier and agreed by the Buyer or CCS (as applicable) in accordance with the Change Control Procedure;
Change Milestone Certificate	the Certificate issued by the Buyer when the Supplier has met all of the requirements of a Change Milestone set out in the Change Implementation Plan which implements the agreed the Change agreed in the Variation Form under the Change Control Procedure;
Change Milestone	an event or task described in the Change Implementation Plan;
Change Satisfaction Certificate	the certificate issued by CCS or the Buyer (as applicable) when the Supplier has met all of the requirements of a Change set out in the Change Implementation Plan in accordance with the Variation Form and the Change Control Procedure;
Change Test Success Criteria	in relation to any Test associated to a Change, the test success criteria for that Test;
Forecast Expenditure	the forecast money to be spent that a Supplier proposes to incur to implement a Change;

1 Variations and Change Management

- Any Variations that do not fall to be a Change shall (including any change to a Debt Type or introduction of a New Debt Type) be undertaken in accordance with Clause 24 (Changing the Contract) of the Core Terms.
- Where a Change is sought, the Parties shall comply with the Change Control Procedure set out in Part B of this Schedule as well as complying with Clause 24 of the Core Terms.
- Where a Change is an Operational Change, the Parties shall comply with Paragraph 6 of this Schedule.
- Any Variation or Change agreed under Paragraphs 1.1 and 1.2 above shall be recorded using the Variation Form in Part A of this Schedule.

Change Control Procedure

● Approach to Change

- This Schedule sets out a 2-tier Change Control Procedure which shall be used to ensure operational efficiency:

Tier 1: Fast Track Change – to be used where the Buyer requires an immediate solution. The Buyer may request no more than 4 Fast Track Changes in any rolling 12-Month period.

Tier 2: Standard Change – to be used where CCS or the Buyer seeks a Change that is not a Fast Track Change.

- All CCS or Buyer requests for a Change must be delivered to the timelines set out in the executed Variation Form, unless otherwise agreed in writing between the relevant Parties. CCS or the Buyer, acting reasonably, will establish the timelines by which any Change shall be delivered by the Supplier. CCS or the Buyer, at their sole discretion may accept an alteration to the timescales in writing.
- **Tier 1: Fast Track Change**: Upon receipt of the Buyer's request for a Change, the Supplier shall provide an Impact Assessment for the proposed Change within 5 Working Days of the date of the Buyer's request. The request shall be in the form of a draft Variation Form. The Buyer shall indicate in the draft Variation Form whether it is seeking to use the Tier 1: Fast Track Change or Tier 2: Standard Change procedure.
- The Buyer and the Supplier may agree in writing to vary Tier 1: Fast Track Change parameters from time to time.
- The Buyer shall be able to make a Tier 1: Fast Track Change request at any time after the satisfactory completion and acceptance of all Change Milestones and Tests regarding the Change Implementation Plan in accordance with Call-Off Schedule 13 (Implementation Plan and Testing). Any Change requests that fall within the Change Implementation Plan period will not amount to a Tier 1: Fast Track Change or Tier 2: Standard Change.

- **Tier 2: Standard Change:** Upon receipt of a Buyer's Change request, the Supplier shall provide an Impact Assessment for the proposed Change within 20 Working Days of the date of issue on the draft Variation Form from CCS or the Buyer (as appropriate), unless otherwise specified in writing by the Buyer in the draft Variation Form.
- If the Supplier has any questions regarding the content of the draft Variation Form submitted by CCS or the Buyer, the Supplier must clarify these with CCS or the Buyer before the Supplier provides the Impact Assessment to CCS or the Buyer within the 5 Working Days for Tier 1: Fast Track Changes, or 20 Working Days for a Tier 2: Standard Change, unless otherwise agreed in writing between the Supplier and CCS or the Buyer (as applicable).
- The Supplier must use their expertise and innovation to provide a solution for delivering the Changes required by CCS or the Buyer within the applicable timeframes and ensuring that CCS or the Buyer's requirements are met.
- Where CCS or the Buyer requires further clarification or amendment to be made to the Impact Assessment to ensure CCS or the Buyer (as applicable) accept the Impact Assessment, the Supplier must return their response to the further clarification or amendment regarding the Change request within 2 Working Days of receipt for a Tier 1: Fast Track Change or within 5 Working Days of receipt for a Tier 2: Standard Change.
- The Supplier shall monitor and manage all aspects of Change delivery and maintain dialogue with CCS or the Buyer (as appropriate), as to the status of the Change. If the Supplier expects any delays to its delivery the Supplier shall inform CCS or the Buyer (as applicable) of the reason for the delay, why it has or may occur and how long it will take to resolve.
- The Supplier shall work with Subcontractors to ensure that appropriate Change deliverables and timelines are agreed, fully understood and implemented in accordance with the agreed Change as set out in the agreed Variation Form.
- In the case of either a Tier 1: Fast Track Change or a Tier 2: Standard Change, the Supplier shall provide the Buyer with any additional information requested on an Open Book Data basis, including breakdowns of all costs associated with the proposed Change.
- Any Charges Approved by the Buyer associated with delivering the Change shall be calculated using **table 4 at Annex 1 of Framework Schedule 3 (Framework Prices)**.

● Implementing a Change

- Where a Change requires an Implementation Plan, the Variation Form shall include a draft Change Implementation Plan produced by the Supplier detailing at least, as a minimum, one Milestone marking the delivery of the applicable Change.
- The Buyer will issue a Change Milestone Certificate when the Buyer has confirmed that they are satisfied that the relevant Change Milestone has been Achieved.
- The Buyer will only accept the Change as being delivered once it has Approved the final Change Milestone of the Change Implementation Plan.

- The Supplier must monitor its performance against the Change Implementation Plan and the agreed Change Milestones and report its progress to the Buyer.
- The Supplier shall work with all Subcontractors to ensure that appropriate Change Deliverables and timelines are agreed, fully understood and implemented as set out in the agreed Variation Form.
- Where there is a cost Approved for the delivery of a Change, the invoice for that Change can only be submitted for payment by the Supplier, either:
 - 2 once CCS or the Buyer has Approved the Change as having been completed satisfactorily and after the final Change Milestone Certificate has been issued; or
 - 3 in accordance with the Change Milestones agreed by CCS or the Buyer within the Impact Assessment.

● **Change Testing**

- Where CCS or the Buyer requires Testing as part of Change implementation, the Buyer and Supplier shall comply with Call-Off Schedule 13 (Implementation and Testing) Part B (Testing) when developing the Change Implementation Plan. The Buyer shall agree with the Supplier what and how the Call-Off Schedule 13 Part B (Testing) shall apply relative to the scope and impact of the Change and include this as part of any Change Milestone Criteria.

● **Change Delivery Reporting**

- The Supplier shall report upon the progress of all Variations and Changes made Monthly and this must include as a minimum:
 - Performance against Service Levels;
 - Any risks, issues and mitigations impacting the Change Implementation Plan and Change Milestones; and

Forecast Expenditure on the Change versus Actual Expenditure on the Change and updated forecast total costs of the Change

Progress shall be reported to:

- 2 CCS as part of the Supplier's MI and reporting obligations set out in Framework Schedule 5 (Management Charges and Information); and
- 3 The Buyer as part of the Supplier's obligations to comply with Call-Off Schedule 1 (Transparency Reporting).

● **Changes permissible outside of the Change Control Procedure**

- Where the Buyer requires an Operational Change to an existing operational process or procedure performed by either the Supplier or its Subcontractor, for example, 'where Buyer internal policy &/or guidance is updated, resulting in the need to reflect that update in the Supplier guidance, this will not be a Change that requires the Parties to comply with the Change Control Procedure nor to

follow the Variation Procedure unless the Operational Change incurs additional cost or materially impact on the Supplier's resources, in which case the Buyer shall comply with the Change Control Procedure.

- Where the Buyer requires an Operational Change to be made, it shall submit a written request disclosing details of the proposed request for Operational Change and the proposed timescales for its completion.
- The Supplier shall prepare a solution for consideration by and Approval of the Buyer, prior to implementation of it by a date agreed.

6.4 The Supplier shall not implement any Operational Change without the Approval of the Buyer

Joint Schedule 3 (Insurance Requirements)

1 The insurance you need to have

- The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - the Call-Off Contract Effective Date in respect of the Additional Insurances.
 - The Insurances shall be:
 - maintained in accordance with Good Industry Practice;
 - (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - maintained for at least six (6) years after the End Date.
 - The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.
- **How to manage the insurance**
 - Without limiting the other provisions of this Contract, the Supplier shall:
 - take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

- hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.
- **What happens if you aren't insured**
 - The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
 - Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.
- **Evidence of insurance you must provide**
 - The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.
- **Making sure you are insured to the required amount**
 - The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.
- **Cancelled Insurance**
 - The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
 - The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.
- **Insurance claims**
 - The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority

receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

- 1 The Supplier shall hold the following insurance cover from their first Call Off Contract Start Date in accordance with this Schedule:
- i. **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) – applicable to all 20 Lots; and
 - ii. **public liability insurance, professional indemnity insurance, comprehensive crime insurance and cyber insurance** with cover (for a single event or a series of related events and in the aggregate) of, amongst other, amounts not less than those specified in the table below on a per Lot basis:

Lot No.	Service	Public Liability	Professional Indemnity	Comprehensive Crime	Cyber Insurance
1	Collections	£5m	£5m	£5m	£5m
2	a) Data Reports b) Monitoring and Alerts c) Products	£1m	£1m	£1m	n/a
3	Affordability Assessment and Monitoring	£1m	£1m	£1m	n/a
4	FED Advisory	£1m	£1m	£1m	n/a
5	Enforcement	£5m	£5m	£5m	£5m
6	Litigation England and Wales	£2m	£2m	£2m	£2m
7	Litigation Scotland	£2m	£2m	£2m	£2m
8	UK Auctioneers Services London	£1m	£1m	£1m	n/a
9	UK Auctioneers Services South	£1m	£1m	£1m	n/a
10	UK Auctioneers Services Midlands	£1m	£1m	£1m	n/a
11	UK Auctioneers Services North	£1m	£1m	£1m	n/a
12	UK Auctioneers Services Wales	£1m	£1m	£1m	n/a
13	UK Auctioneers Services Northern Ireland	£1m	£1m	£1m	n/a
14	Process Servers	£1m	£1m	£1m	n/a
15	Spend Analytics and Recovery Services (SARS) AP Review	£1m	£1m	£1m	n/a
16	SARS General Compliance Review	£1m	£1m	£1m	n/a
17	SARS Specialist Review Utilities	£1m	£1m	£1m	n/a
18	SARS Specialist Review Utilities	£1m	£1m	£1m	n/a
19	SARS Specialist Review VAT	£1m	£1m	£1m	n/a
20	Managed Enforcement	£5m	£5m	£5m	£5m

Joint Schedule 4 (Commercially Sensitive Information)

a) What is the Commercially Sensitive Information?

- iii. 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.
- iv. 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).
- v. 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:

Date, Item(s) and Duration of Confidentiality
Date: 24.06.2022 Details: (1) Commercial responses (2) Commercial Response: Price and Cost Schedule Duration of confidentiality: Duration of the contract (including any contract extensions).

Joint Schedule 5 (Corporate Social Responsibility)

1 What we expect from our Suppliers

- vi. In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- vii. CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- viii. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- i. In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - i. eliminate discrimination, harassment or victimisation of any kind; and
 - ii. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- i. The Supplier:
 - i. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

- ii. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- iii. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- iv. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- v. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- vi. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- vii. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- viii. shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- ix. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- x. shall not use or allow child or slave labour to be used by its Subcontractors;
- xi. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

- i. The Supplier shall:
 - i. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
 - ii. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

- iii. not make deductions from wages:
 - 1. as a disciplinary measure
 - 2. except where permitted by law; or
 - 3. without expressed permission of the worker concerned;
- iv. record all disciplinary measures taken against Supplier Staff; and
- v. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

- i. The Supplier shall:
 - i. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
 - ii. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
 - iii. ensure that use of overtime used responsibly, taking into account:
 - the extent;
 - frequency; and
 - hours worked;
- by individuals and by the Supplier Staff as a whole;
- o The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- o Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - this is allowed by national law;
 - this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - appropriate safeguards are taken to protect the workers' health and safety; and
 - the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- o All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

- **Sustainability**

- The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

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.
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.
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 (**with whom it has entered into a Call Off Agreement and/ or Lease Agreement**) and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. 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 18 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:
 1. the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 2. the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 3. the proposed Key Subcontractor employs unfit persons.
4. The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 1. the proposed Key Subcontractor's name, registered office and company registration number;
 2. the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 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;
 4. for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 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

6. (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.
5. If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
 1. a copy of the proposed Key Sub-Contract; and
 2. any further information reasonably requested by CCS and/or the Buyer.
6. The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
 1. provisions which will enable the Supplier to discharge its obligations under the Contracts;
 2. a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 3. a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 4. a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;
 5. obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 1. the data protection requirements set out in Clause 14 (Data protection);
 2. the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 3. the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 4. the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 5. the conduct of audits set out in Clause 6 (Record keeping and reporting);
 6. provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 7. a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to

the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 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	<input checked="" type="checkbox"/> Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	

	3.	[date]	
	4.	[date]	
	[...]	[date]	
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)

Definitions

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

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

Status of the Controller

- f) The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- i) “Controller” in respect of the other Party who is “Processor”;
- ii) “Processor” in respect of the other Party who is “Controller”;
- iii) “Joint Controller” with the other Party;
- iv) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

Where one Party is Controller and the other Party its Processor

- g) Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
- h) The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
- i) 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:

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

- the Controller or as otherwise permitted by the Contract;
and
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data;
- iv) 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:
 - (1) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (2) the Data Subject has enforceable rights and effective legal remedies;
 - (3) 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
 - (4) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - v) 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.
- k) Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - i) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - ii) receives a request to rectify, block or erase any Personal Data;
 - iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - iv) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - v) 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
 - vi) becomes aware of a Personal Data Breach.
 - l) The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

- m) Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - i) the Controller with full details and copies of the complaint, communication or request;
 - ii) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - iii) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - iv) assistance as requested by the Controller following any Personal Data Breach; and/or
 - v) 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.
- n) The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - i) the Controller determines that the Processing is not occasional;
 - ii) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - iii) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- o) The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- p) The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- q) Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - i) notify the Controller in writing of the intended Subprocessor and Processing;
 - ii) obtain the written consent of the Controller;
 - iii) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - iv) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

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

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

- v) With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- w) Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- x) Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- y) The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- z) The Parties shall only provide Personal Data to each other:
 - i) to the extent necessary to perform their respective obligations under the Contract;
 - ii) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

- iii) where it has recorded it in Annex 1 (*Processing Personal Data*).
- aa) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- bb) A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- cc) Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - i) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - ii) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (1) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (2) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- dd) Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - i) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

- ii) implement any measures necessary to restore the security of any compromised Personal Data;
 - iii) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - iv) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- ee) Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- ff) Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- gg) Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

	<p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p>None Envisaged</p> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <i>2 Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> <i>3 Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>
<p>Duration of the Processing</p>	<p><i>Contract length including any contract extension</i></p>
<p>Nature and purposes of the Processing</p>	<p><i>Processing data to serve documents to individuals, partnerships and companies.</i></p>
<p>Type of Personal Data</p>	<p><i>Names, addresses, contact information and other reasonably</i></p>
<p>Categories of Data Subject</p>	<p><i>HMRC Staff, Debtors and Company Details</i></p>

<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>Will be retained until contract expiry including any contract extensions. Will be returned/ stored or destroyed in agreement with HMRC.</i></p>
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Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the **Relevant Authority:**

- i) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- ii) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- iii) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- iv) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- v) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

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

ii) Undertakings of both Parties

- (1) The Supplier and the Relevant Authority each undertake that they shall:
 - i) report to the other Party every 3 months on:

- (1) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
- (2) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (3) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (4) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (5) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- ii) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- iii) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- iv) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- v) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- vi) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

- vii) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (1) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (2) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (3) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
 - viii) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (1) nature of the data to be protected;
 - (2) harm that might result from a Personal Data Breach;
 - (3) state of technological development; and
 - (4) cost of implementing any measures;
 - ix) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
 - x) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.
- (2) Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- iii) Data Protection Breach**
- (1) Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- i) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- ii) all reasonable assistance, including:
 - (1) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (2) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (3) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (4) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.
- (2) Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
 - i) the nature of the Personal Data Breach;
 - ii) the nature of Personal Data affected;
 - iii) the categories and number of Data Subjects concerned;
 - iv) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - v) measures taken or proposed to be taken to address the Personal Data Breach; and
 - vi) describe the likely consequences of the Personal Data Breach.
- iv) Audit**

- (1) The Supplier shall permit:
 - i) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
 - ii) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.
- (2) The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

v) Impact Assessments

- (1) The Parties shall:
 - iv. provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
 - v. maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

vi) ICO Guidance

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

vii) Liabilities for Data Protection Breach

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

- if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
 - if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
 - if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- (2) If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- (3) In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
- 1.4.1 if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
 - 1.4.2 if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
 - 1.4.3 if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

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

viii) Termination

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

ix) Sub-Processing

- (1) In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
- i) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
 - ii) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

x) Data Retention

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

Joint Schedule 12 (Supply Chain Visibility)

a) Definitions

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

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

● **Visibility of Sub-Contract Opportunities in the Supply Chain**

- The Supplier shall:
 - subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
 - within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
 - monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
 - provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
 - promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

- Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.
- **Visibility of Supply Chain Spend**
 - In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
 - 1 the total contract revenue received directly on the Contract;
 6. the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 7. the total value of sub-contracted revenues to SMEs and VCSEs.
 - The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
 - The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template

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	Report on Performance	EXCEL/PDF	Quarterly
Call-Off Contract Charges	Charges over the quarter for contract	EXCEL/PDF	Quarterly
Key Subcontractors	Performance and Underperformance reporting with mitigations, Charges, Performance	EXCEL/PDF	Quarterly
Technical	Report and issues log of technical deliver of the contract	EXCEL/PDF	Quarterly
Performance management	Performance and Underperformance reporting with mitigations	EXCEL/PDF	Quarterly

Call-Off Schedule 2 (Staff Transfer)

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from the Buyer on entry (1st generation) then Part A shall apply.

If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and the Buyer shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update the Buyer Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

(a) Definitions

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

"Acquired Rights Directive"	<p>1. the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;</p> <p>4</p>
"Employee Liability"	<p>5 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:</p> <p>a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p>
	<p>b) unfair, wrongful or constructive dismissal compensation;</p>
	<p>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;</p>
	<p>d) compensation for less favourable treatment of part-time workers or fixed term employees;</p>
	<p>e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;</p>

	f) employment claims whether in tort, contract or statute or otherwise;
	g) any investigation relating to employment matters 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;
"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: " <i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i> " issued in October 2013 including: <ul style="list-style-type: none"> (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance " <i>Staff Transfers from Central Government: A Fair Deal for Staff Pensions</i> " issued in June 1999 including the supplementary guidance " <i>Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues</i> " issued in June 2004;
"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. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"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 Legislation), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p>
	(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;
	(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;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Staff 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 Staff 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;
"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;

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"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on 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.

g) INTERPRETATION

- a) 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 Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor 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.
- b) The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- c) Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- d) No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- e) Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

h) Which parts of this Schedule apply

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

- c) Part C (No Staff Transfer on the Start Date)]
- d) Part E (Staff Transfer on Exit)

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Part A: Staff Transfer at the Start Date

Outsourcing from the Buyer

a) What is a relevant transfer

- d) The Buyer and the Supplier agree that:
- i) the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
 - ii) as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Buyer Employee.
- e) The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Buyer; and (ii) the Supplier and/or any Subcontractor (as appropriate).

2 Indemnities the Buyer must give

- a) Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:
- i) any act or omission by the Buyer in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date;
 - ii) the breach or non-observance by the Buyer before the Relevant Transfer Date of:
 - (1) any collective agreement applicable to the Transferring Buyer Employees; and/or

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- (2) any custom or practice in respect of any Transferring Buyer Employees which the Buyer is contractually bound to honour;
- iii) any claim by any trade union or other body or person representing the Transferring Buyer Employees arising from or connected with any failure by the Buyer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
- iv) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (1) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (2) in relation to any employee who is not a Transferring Buyer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- v) a failure of the Buyer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Buyer Employees arising before the Relevant Transfer Date;
- vi) any claim made by or in respect of any person employed or formerly employed by the Buyer other than a Transferring Buyer Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- vii) any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Buyer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the

- failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- b) The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
- i) arising out of the resignation of any Transferring Buyer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - ii) arising from the failure by the Supplier or any Subcontractor to comply with its obligations under the Employment Regulations.
- c) If any person who is not identified by the Buyer as a Transferring Buyer Employee claims, or it is determined in relation to any person who is not identified by the Buyer as a Transferring Buyer Employee, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- i) the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing; and
 - ii) the Buyer may offer (or may procure that a third party may offer) employment to such person, or take such other reasonable steps as the Buyer considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Supplier and/or any Subcontractor.
- d) If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Buyer, the Supplier shall, or shall procure that a Subcontractor shall, immediately release the person from his/her employment or alleged employment;
- e) If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- i) no such offer of employment has been made;
 - ii) such offer has been made but not accepted; or
 - iii) the situation has not otherwise been resolved,

the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

- f) Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law and subject also to Paragraph 2.7, the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- g) The indemnity in Paragraph 2.6:
 - i) shall not apply to:
 - (1) any claim for:
 - (i) 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
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;
 - in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or
 - (2) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
 - ii) shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer within 6 months of the Start Date
- h) If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Buyer nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the relevant Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3 Indemnities the Supplier must give and its obligations

- a) Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of:
- i) any act or omission by the Supplier or any Subcontractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date;
 - ii) the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:
 - (1) any collective agreement applicable to the Transferring Buyer Employees; and/or
 - (2) any custom or practice in respect of any Transferring Buyer Employees which the Supplier or any Subcontractor is contractually bound to honour;
 - iii) any claim by any trade union or other body or person representing any Transferring Buyer Employees arising from or connected with any failure by the Supplier or any Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - iv) any proposal by the Supplier or a Subcontractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Buyer Employees to their material detriment on or after their transfer to the Supplier or the relevant Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Buyer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
 - v) any statement communicated to or action undertaken by the Supplier or any Subcontractor to, or in respect of, any Transferring Buyer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer in writing;
 - vi) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not

- limited to, PAYE and primary and secondary national insurance contributions:
- (1) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (2) in relation to any employee who is not a Transferring Buyer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Buyer to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- vii) a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Author Buyer ity Employees in respect of the period from (and including) the Relevant Transfer Date;
 - viii) any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Supplier or any Subcontractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Buyer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
 - ix) a failure by the Supplier or any Sub-contractor to comply with its obligations under paragraph 2.8 above.
- b) The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.
 - c) The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant

Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Buyer and the Supplier.

4 Information the Supplier must provide

- 4.1 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5 Cabinet Office requirements

- a) The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- b) The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in:
- i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;
 - ii) Old Fair Deal; and/or
 - iii) The New Fair Deal.
- c) Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6 Pensions

- a) The Supplier shall, and/or shall procure that each of its Subcontractors shall, comply with:
 - i) the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and
 - ii) Part D: Pensions (and its Annexes) to this Schedule.

Part B: Staff transfer at the Start Date

Transfer from a Former Supplier

a) What is a relevant transfer

- c) The Buyer and the Supplier agree that:
 - i) the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
 - ii) as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.
- d) The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Buyer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2 Indemnities given by the Former Supplier

- a) Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of:
- i) any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
 - ii) the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:
 - (1) any collective agreement applicable to the Transferring Former Supplier Employees; and/or
 - (2) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
 - iii) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (1) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (2) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
 - iv) a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;

- v) any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
 - vi) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- b) The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- i) arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - ii) arising from the failure by the Supplier and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- c) If any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Former Supplier as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- i) the Supplier shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer and in writing and, where required by the Buyer, notify the relevant Former Supplier in writing; and
 - ii) the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with

applicable Law, within 15 Working Days of receipt of notice from the Supplier and/or the Subcontractor (as appropriate).

- d) If an offer referred to in Paragraph 2.3.2 is accepted, , or if the situation has otherwise been resolved by the Former Supplier and/or the Buyer, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- e) If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
 - i) no such offer of employment has been made;
 - ii) such offer has been made but not accepted; or
 - iii) the situation has not otherwise been resolved,the Supplier and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- f) Subject to the Supplier and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- g) The indemnity in Paragraph 2.6:
 - i) shall not apply to:
 - (1) any claim for:
 - (i) 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
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;
 - in any case in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or
 - (2) any claim that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure; and

- ii) shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Subcontractor (as appropriate) to the Buyer and, if applicable, the Former Supplier, within 6 months of the Start Date.
- h) If Subcontract or any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3 Indemnities the Supplier must give and its obligations

- a) Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:
 - i) any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
 - ii) the breach or non-observance by the Supplier or any Subcontractor on or after the Relevant Transfer Date of:
 - (1) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
 - (2) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
 - iii) any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
 - iv) any proposal by the Supplier or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a

- Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- v) any statement communicated to or action undertaken by the Supplier or a Subcontractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Buyer and/or the Former Supplier in writing;
 - vi) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (1) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (2) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
 - vii) a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
 - viii) any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to

- comply with its obligations under regulation 13 of the Employment Regulations; and
- ix) a failure by the Supplier or any Subcontractor to comply with its obligations under Paragraph 2.8 above
 - b) The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
 - c) The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

4 Information the Supplier must give

The Supplier shall, and shall procure that each Subcontractor shall, promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier and any Subcontractor in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5 Cabinet Office requirements

- a) The Supplier shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

- i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - ii) Old Fair Deal; and/or
 - iii) The New Fair Deal.
- b) Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

6 Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7 Pensions

- a) The Supplier shall, and shall procure that each Subcontractor shall, comply with:
 - i) the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ; and
 - ii) Part D: Pensions (and its Annexes) to this Schedule.

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- a) The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- b) If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or

the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- i) the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - ii) the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- c) If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- d) If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
- i) no such offer of employment has been made;
 - ii) such offer has been made but not accepted; or
 - iii) the situation has not otherwise been resolved;

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.

- e) Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
- i) indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - ii) procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the

provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

- f) If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- g) Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- h) The indemnities in Paragraph 1.5:
 - i) shall not apply to:
 - (1) any claim for:
 - (i) 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
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
 - in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - (2) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
 - ii) shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- i) If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2 Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions

. Definitions

In this Part D and Part E, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes to this Part D:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;
"Best Value Direction"	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
"Broadly Comparable"	a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with

	Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or
	<ul style="list-style-type: none"> in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPS"	the schemes as defined in Annex D1 to this Part D;
"Direction Letter/Determination"	has the meaning in Annex D2 to this Part D;
"Fair Deal Eligible Employees"	each of the CSPS Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D);
"Fair Deal Employees"	any of:
	a) Transferring Buyer Employees;
	8. Transferring Former Supplier Employees;
	9. employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the

	Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;
	10. where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor);
	who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by the Buyer;
"Fund Actuary"	a Fund Actuary as defined in Annex D3 to this Part D;
"LGPS"	the scheme as defined in Annex D3 to this Part D;
"NHSPS"	the schemes as defined in Annex D2 to this Part D;
	•
	b)
"Statutory Schemes"	means the CSPS, NHSPS or LGPS.

2 Supplier obligations to participate in the pension schemes

- a) In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- b) The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

- c) The Supplier undertakes:
- i) to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - ii) subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- d) Where the Supplier is the Former Supplier (or a Subcontractor is a Subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Subcontractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer¹.

3 Supplier obligation to provide information

- a) The Supplier undertakes to the Buyer:
- i) to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
 - ii) not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed);
 - iii) retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.

4 Indemnities the Supplier must give

- a) The Supplier shall indemnify and keep indemnified CCS, [NHS Pensions], the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:
- i) arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;
 - ii) relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;
 - iii) relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

Subcontractor:

- (1) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or
 - (2) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or
 - iv) arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.
- b) The indemnities in this Part D and its Annexes:
- i) shall survive termination of the relevant Contract; and

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- ii) shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5 What happens if there is a dispute

- a) The Dispute Resolution Procedure will not apply to any dispute (i) between the CCS and/or the Buyer and/or the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:
 - i) who will act as an expert and not as an arbitrator;
 - ii) whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
 - iii) whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6 Other people's rights

- a) The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- b) Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

7 What happens if there is a breach of this Part D

- a) The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:
 - i) commits an irremediable breach of any provision or obligation it has under this Part D; or
 - ii) commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within

a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8 Transferring Fair Deal Employees

- a) Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment) the Supplier shall or shall procure that any relevant Sub-contractor shall:
- i) notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangements for participation with the relevant Statutory Scheme(s);
 - ii) consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and
 - iii) procure that the employer to which the Fair Deal Eligible Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

9 What happens to pensions if this Contract ends

- a) The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of the relevant Contract.
- b) The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPS and/or the relevant Administering Buyer and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal

Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10 Broadly Comparable Pension Schemes on the Relevant Transfer Date

- a) If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- b) Such Broadly Comparable pension scheme must be:
 - i) established by the Relevant Transfer Date²;
 - ii) a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - iii) capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
 - iv) capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
 - v) maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- c) Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):
 - i) supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;

- ii) be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
 - iii) instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer³; and
 - iv) provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- d) Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract:
- i) allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme

- if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and
- ii) if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this paragraph.

11 Broadly Comparable Pension Scheme in Other Circumstances

- a) If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at

the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

- b) Such Broadly Comparable pension scheme must be:
- i) established by the date of cessation of participation in the Statutory Scheme⁴;
 - ii) a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - iii) capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
 - iv) capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
 - v) maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- c) Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
- i) supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - ii) be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
 - iii) where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must
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- ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme⁵; and
- iv) provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- d) Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor,

the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this paragraph.

12 Right of Set-off

- a) The Buyer shall have a right to set off against any payments due to the Supplier under the relevant Contract an amount equal to:
- i) any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
 - ii) any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPS or any Direction Letter/Determination in respect of the NHSPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or
 - iii) any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

The Buyer shall also have a right to set off against any payments due to the Supplier under the relevant Contract all reasonable costs and expenses incurred by the Buyer as result of Paragraphs 12.1 above.

Annex D1:

Civil Service Pensions Schemes (CSPA)

Definitions

In this Annex D1: CSPA to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement;
"CSPS Fair Deal Employee"	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

Access to equivalent pension schemes after transfer

In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

If the Supplier and/or any of its Subcontractors enters into a CSPS Admission Agreement in accordance with paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractor

still employs any CSPA Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the remaining CSPA Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPA on the date those CSPA Eligible Employees ceased to participate in the CSPA in accordance with the provisions of paragraph 11 of Part D.

Annex D2: NHS Pension Schemes

Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<p>"Direction Letter/Determination"</p>	<p>an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Fair Deal Employees;</p>
<p>"NHS Broadly Comparable Employees"</p>	<p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <p>(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or</p> <p>(b) their employment with a Former Supplier who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis</p>

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	<p>that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),</p> <p>but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom the Buyer has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS.</p>
"NHSPS Eligible Employees"	any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter.
"NHSPS Fair Deal Employees"	other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:
	their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or
	their employment with a Former Supplier who provides access to the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS

	in connection with the Services, prior to being employed by the Former Supplier),
	and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).
	For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter/ Determination or other NHSPS "access" facility but who has never been employed directly by the Buyer, an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Fair Deal Employee;
"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94)

	and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any NHS Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme.

Membership of the NHS Pension Scheme

In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.

Where it is not possible for the Supplier and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Supplier must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Supplier must ensure that:

all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and

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the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.

The Supplier must supply to the Buyer a complete copy of each Direction Letter/Determination within 5 Working Days of receipt of the Direction Letter/Determination.

The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.

The Supplier will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.

Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Supplier will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

The Supplier will (and will procure that its Subcontractors (if any) will) Subcontractor provide any guarantee, bond or indemnity required by NHS Pensions in relation to a Direction Letter/Determination.

Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

NHS Broadly Comparable Employees

The Supplier shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with paragraph 10 of Part D. For the avoidance of doubt, this requirement is

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separate from any requirement to offer a Broadly Comparable pension scheme in accordance with paragraph 5.2 below.

What the buyer can do if the Supplier breaches its pension obligations

The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.

If the Supplier (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Supplier (or any such Subcontractor, as appropriate) shall offer to offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of paragraph 11 of Part D. Subcontractor.

Compensation when pension scheme access can't be provided

If the Supplier (or its Subcontractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:

the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or
a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Supplier must meet (or must procure that the relevant Subcontractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

Indemnities that a Supplier must give

The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension

Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

Part E: Staff Transfer on Exit

Obligations before a Staff Transfer

The Supplier agrees that within 20 Working Days of the earliest of:

receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;

receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;

the date which is 12 Months before the end of the Term; and

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 Legislation, 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.

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 Subcontractor (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).

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 Subcontractor.

The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor 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.

From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor 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 not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

replace or re-deploy any Supplier Staff 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

make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);

increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;

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;

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);

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;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

On or around each anniversary of the Start 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, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:

the numbers of employees engaged in providing the Services;

the percentage of time spent by each employee engaged in providing the Services;

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the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and

a description of the nature of the work undertaken by each employee by location.

The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor 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 Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

the most recent month's copy pay slip data;

details of cumulative pay for tax and pension purposes;

details of cumulative tax paid;

tax code;

details of any voluntary deductions from pay; and

bank/building society account details for payroll purposes.

Staff Transfer when the contract ends

The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, 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 Subcontractor (as the case may be) and each such Transferring Supplier Employee.

The Supplier shall, and shall procure that each Subcontractor 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 and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

any act or omission of the Supplier or any Subcontractor 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;

the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

any collective agreement applicable to the Transferring Supplier Employees; and/or

any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;

any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);

any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and

any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

The indemnities 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 Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:

arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions

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proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or

arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

If any person who is not identified in the Supplier's Final 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 the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and

the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.

If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;

If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

no such offer has been made:

such offer has been made but not accepted; or

the situation has not otherwise been resolved

the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of

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the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

The indemnity in Paragraph 2.8:

shall not apply to:

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,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service

Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

the Supplier and/or any Subcontractor; and

the Replacement Supplier and/or the Replacement Subcontractor.

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

Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;

the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier

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Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;

any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

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The indemnities in Paragraph 2.13 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 Subcontractor (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 Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

11. Supplier's Obligations

- i. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- ii. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- iii. In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - i. identifying the emergence of relevant new and evolving technologies;
 - ii. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - iii. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - iv. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the

Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

- iv. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- v. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- vi. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- vii. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- viii. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - i. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - ii. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- ix. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- x. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- xi. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

- xii. At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 4 (Call Off Tender)

RESPONSES REDACTED DUE TO COMMERCIAL SENSITIVITY

Number	Name	Overall %
	Totals	100.00%
2	Selection Questionnaires	0.00%
2.1	FORM A: Organisation Details, Tendering Instructions, Conditions of Tender	0.00%
2.1.2	A1.1 Please provide full name of organisation tendering (or of the organisation acting as the lead where a consortium bid is being submitted)	0.00%

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|-------|---|-------|
| 2.1.3 | A1.2 Please provide contact details for enquiries about this response which should include:
Organisation name,
Organisation full correspondence address with post code.
Primary Contact's Name,
Primary Contact's Phone Numbers,
Primary Contact's e-mail.
Secondary Contact's Name,
Secondary Contact's Phone Numbers,
Secondary Contact's e-mail
(as referred to at Question A3.3, you must inform us of any changes to the contact at any stage in the procurement) | 0.00% |
| 2.1.4 | A1.3 Please provide the 'Registered Office Address' (i.e. the 'Registered Office Address' used for accountancy purposes) | 0.00% |
| 2.1.5 | A1.4 Using a selection from the provided list, please indicate your trading status. (If you select 'other', there is an opportunity to provide details about your organisation type as part of your response to Question A1.6 below) | 0.00% |
| 2.1.6 | A1.5 Using a selection from the provided list, please indicate if any of the following classifications apply to you. | 0.00% |

- 2.1.7 A1.6 Please provide the following, or any further relevant, information to assist with our understanding of your organisation type: 0.00%
- A1.6.1 Your Registered Company or Charity number (if you do not have either of these please explain why)
 - A1.6.2 Your organisation type if you selected 'other' in response to question A1.4,
 - A1.6.3 Your organisation structure where any employee ownership or employee participatory principles exist,
 - A1.6.4 the name of your immediate parent company (where applicable), and
 - A1.6.5 the name of your ultimate parent company (where applicable and your parent company is part of a bigger group)
- 2.1.9 A2.1 Please indicate whether you are bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself 0.00%
- 2.1.10 A2.2 Please indicate whether you are bidding as a Prime Contractor and will use third parties to deliver some of the services. 0.00%
- If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

2.1.11 A2.3 Please indicate whether you are bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services. 0.00%
If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

2.1.12 A2.4 Please indicate whether you are bidding as a consortium but not proposing to create a new legal entity. 0.00%

If yes, please include details of your consortium members, including details of any Parent/Ultimate Parent companies where applicable, in response to this question and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.

Please note that the Contracting Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract.

2.1.13 A2.5 Please indicate whether you are bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). 0.00%

If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the bidding model using a separate Appendix.

- 2.1.15 A3.1 The Public Contracts Regulations 2015, Regulation 56, General Principles in Awarding Contracts describes the need for the Tender to comply with the requirements, conditions and criteria set out in the contract notice and in the procurement documents. The purpose of the questions in the rest of this questionnaire is to highlight to you the need to comply with all of the requirements detailed in the Tendering Instructions and other Tender Documents, which are provided as attachments in this e-sourcing event, and especially those listed in the document at Section 8, Conditions of Tender.
Please be aware that the Public Contracts Regulations 2015, Regulation 26 and 35 makes reference to Tenders:
which do not comply with the procurement documents;
which were received late;
where there is evidence of collusion or corruption; or
which have been found by the Contracting Authority to be abnormally low,
as examples of irregular and unacceptable tenders which may result in your tender being excluded from further consideration.
Please confirm that you understand that failure to comply with the Tendering Instructions or to agree to the Conditions of Tender may result in your tender being excluded from further consideration. 0.00%
- 2.1.16 A3.2 Please confirm that you have read and understood the contents of HM Revenue & Customs (HMRC) Tendering Instructions plus the Supplying to HMRC guide at <https://www.gov.uk/government/organisations/hm-revenue-customs/about/procurement#supplying-to-hmrc> prior to answering all questionnaires. 0.00%

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| 2.1.17 | A3.3 Please confirm that you understand that you must inform the Contracting Authority immediately of any changes to the contact details as stated in Section 3 of the Tendering Instructions. | 0.00% |
| | | |
| 2.1.19 | A4.1 For the provision of the services and/or goods as described in the specification, please confirm that you accept and agree to abide by HMRC Conditions of Contract as stated in the Draft Contract attached to this particular event, and that you would confirm this in writing by signing the Draft Contract in its current format should you be successful. HMRC draws your particular attention to the insurance requirements in Schedule 2.5 (Insurance Requirements) of the Draft Contract. | 0.00% |
| | | |
| 2.1.20 | A4.2 As referred to in the Tendering Instructions at paragraphs 8.23 to 8.25, to promote Information Sharing in Government, please confirm that you agree that HMRC may disclose the Candidate's/Tenderer's information/documentation submitted during this procurement more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. | 0.00% |

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| 2.1.21 | A4.3 Using a selection from the list provided, Please confirm that no person from within your organisation has canvassed, nor will canvass, any members of the Board of HMRC, any employee of HMRC or any person acting on behalf of HMRC in the conduct of the procurement procedure or may influence the outcome of the procurement? | 0.00% |
| 2.1.22 | A4.4 Please confirm that you will comply with HMRC's mandatory Purchase Order policy and that you will only process purchase orders forwarded to you electronically via the automated SAP Ariba Procure to Pay system detailed in the Supplying to HMRC Guide referred to in the Tendering Instructions | 0.00% |
| 2.1.23 | A4.5 Please confirm that you will comply with HMRC's mandated payment policy, whereby you will only receive payments via the Bankers Automated Clearing Service (BACS), for any goods/services that may be rendered as a result of any contract awarded. | 0.00% |

2.2	FORM B - Reg 57, Exclusion Grounds	0.00%
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- 2.2.2 B1 The Public Contracts Regulations 2015, Regulation 57, Exclusion Grounds, Paragraph (1) describes the mandatory exclusions circumstances whereby the Contracting Authority, is required to exclude an economic operator from participating in a procurement procedure, where the Contracting Authority has established, by verifying in accordance with Regulations 59, 60 and 61, or are otherwise aware, that the economic operator, (or any person who is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control in the economic operator) has been convicted of any of the offences listed in Regulation 57. 0.00%
- If your answer to any of the questions below, i.e. B1(a) to B1(n), is "Yes", please provide, as an attachment to that question, a full description of the relevant incident, with dates and details of subsequent remedial actions taken, etc., in order that the Contracting Authority may determine whether an exception to mandatory exclusion may be applied, as provided for under Regulation 57(6) and 57(13) to 57(17)
- Please confirm that you understand that if you cannot answer 'no' to all of the offences listed in this questionnaire then there will be grounds for a mandatory exclusion from the procurement procedure of your organisation unless you can provide just reason for an exception can be made.

- 2.2.3 B1(a) Within the last five years, has your organisation, or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation, been convicted of the following offence:- 0.00%
- (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977(a) or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983(b) where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime (c);
- 2.2.4 B1(b) Within the last five years, has your organisation or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation, been convicted of the following offence:- (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889(d) or section 1 of the Prevention of Corruption Act 1906(e); 0.00%
- 2.2.5 B1(c) Within the last five years, has your organisation or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation been convicted of the following offence:- 0.00%
- (c) the common law offence of bribery;

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- 2.2.6 B1(d) Within the last five years, has as your organisation, or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation, been convicted of the following offence:- 0.00%
- (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010(f), or section 113 of the Representation of the People Act 1983(g);
- 2.2.7 B1(f) Within the last five years, has as your organisation, or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation, been convicted of the following offence:- 0.00%
- (f) any offence listed—
- (i) in section 41 of the Counter Terrorism Act 2008(a); or
- (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection.
- 2.2.8 B1(g) Within the last five years, has as your organisation, or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation, been convicted of any:- 0.00%
- (g) any offence under sections 44 to 46 of the Serious Crime Act 2007(b) which relates to an offence covered by subparagraph (f);

- 2.2.9 B1(h) Within the last five years, has as your organisation or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation been convicted of:- (h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002(c); 0.00%
- 2.2.10 B1(i) Within the last five years, has as your organisation, or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation, been convicted of any of the following offences:-
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988(d) or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996(e); 0.00%
- 2.2.11 B1 (j) Within the last five years, has as your organisation, or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation, been convicted of:-
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004(f); 0.00%

- 2.2.12 B1(k) Within the last five years, has as your organisation, or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation, been convicted of:-
(k) an offence under section 59A of the Sexual Offences Act 2003(g); 0.00%
- 2.2.13 B1(l) Within the last five years, has as your organisation, or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation, been convicted of:-
(l) an offence under section 71 of the Coroners and Justice Act 2009(h); 0.00%
- 2.2.14 B1(m) Within the last five years, has as your organisation, or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation, been convicted of :-
(m) an offence under section 1, 2 or 4 of the Modern Slavery Act 2015? 0.00%

- 2.2.15 B1(n) Within the last five years, has as your organisation, or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation, been convicted of :-
(n) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994(i); 0.00%
- 2.2.16 B1(o) Within the last five years, has as your organisation, or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in your organisation, been convicted of:-
(o) any other offence within the meaning of Article 57 Article 57(1)(a), (b), (d), (e) or (f) of the Public Contracts Directive—
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. 0.00%

- 2.2.18 B2 The Public Contracts Regulations 2015 state that Contracting Authorities may exclude an economic operator from participation in a procurement procedure if any of the discretionary exclusion situations described in Regulation 57(8) apply to the economic operator. 0.00%
- If your answer to any of the questions below, i.e. B2(a) to B1(i), is "Yes", please provide, as an attachment to that question, a full description of the relevant incident, with dates and details of subsequent remedial actions taken, etc., in order that the Contracting Authority, in accordance with Regulation 57(13) to (17), may determine the most appropriate course of action. Please confirm that you understand that if you cannot answer 'no' to all of the circumstances listed in this section then there will be grounds for a discretionary exclusion from the procurement procedure of your organisation unless you can provide just reason for discretion to be used.
- 2.2.19 B2(a) Within the last three years, has your organisation been complicit in a violation of applicable obligations referred to in The Public Contracts Regulation 56(2); (violations in obligations in the fields of environmental, social and labour law, as identified as a result of a court action, regulatory hearing or industrial tribunal) 0.00%

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| 2.2.20 | B2(b) Within the last three years, has your organisation:-
(b) been made bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; | 0.00% |
| 2.2.21 | B2(c) Within the last three years, has your organisation:-
(c) been guilty of grave professional misconduct, which renders its integrity questionable; | 0.00% |
| 2.2.22 | B2(d) Within the last three years, has your organisation:-
(d) entered into agreements with other economic operators aimed at distorting competition; | 0.00% |
| 2.2.23 | B2(e) Within the last three years, has your organisation:-
(e) a conflict of interest within the meaning of the Public Contracts Regulation 24, which cannot be effectively remedied by other, less intrusive, measures; | 0.00% |
| 2.2.24 | B2(f) Within the last three years, has your organisation :-
(f) had prior involvement in the preparation of the procurement procedure, as referred to in Public Contracts Regulation 41, which may result in a distortion of competition, which cannot be remedied by other, less intrusive, measures; | 0.00% |

- 2.2.25 B2(g) Within the last three years, has your organisation:- 0.00%
(g) shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
- 2.2.26 B2(h) Within the last three years, has your organisation:- 0.00%
(h) (i) been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
(ii) withheld such information or is not able to submit supporting documents required under the Public Contract Regulation 59;
- 2.2.27 B2(i) Within the last three years, has your organisation,:- 0.00%
(i) (i) undertaken to
(aa) unduly influence the decision-making process of the Contracting Authority, or
(bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or
(ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

2.2.29 B3.1 In respect of the questions in sections B1 and B2 above, to the best of your knowledge, have any consortium members or any subcontractors (or any person who is a member of the administrative, management or supervisory body of that organisation or has powers of representation, decision or control in that organisation, in respect of B1 questions only) that you propose to use directly to deliver any of the requirements stated in the specification been convicted of any of the offences and/or circumstances detailed, which give grounds for mandatory or discretionary exclusion? Select "Yes" or "No". 0.00%

2.2.30 B3.2 if you answered "Yes" to the above question B3.1, please provide details in response to this question or use an Appendix attached to this question if needed. 0.00%

2.3 FORM C - Reg 57 Mandatory and Discretionary Exclusions for Non-payment of Taxes 0.00%

- 2.3.2 C1.1 Applicants who are registered for tax in the UK should answer this question and questions C1.2 – C1.6 (Applicants registered for tax outside of the UK should answer questions C2.2 - C2.4) 0.00%
- Regulations 57(3) and 57(4) of the Public Contracts Regulations 2015 respectively provide for the mandatory and discretionary exclusion of an economic operator from a procurement procedure if it is in breach of its obligations relating to the payment of taxes or social security contributions. Accordingly, please provide the information requested in response to the following questions and note that HMRC will undertake revenue compliance checks throughout the procurement process, using information from its own records, as appropriate, and, as applicable, so as to ensure compliance with Clause 10.9 to 10.17 (Promoting Tax Compliance) of the HMRC Terms and Conditions, during the life of any contract awarded as a consequence of this procurement exercise.
- Please confirm that you understand and agree that the information you provide in response to this questionnaire will be used to allow appropriate tax revenue compliance checks to be performed.
- 2.3.3 C1.2 Please state the organisation name that is used for tax and accounting purposes (i.e. head office name where used) and list any organisation name changes that have taken place in the last three years, that may relate to the information requested in respect of the following questions C1.3 to C1.6 0.00%
- 2.3.4 C1.3 VAT Registration Number: (If 'Not Applicable' please provide details why) 0.00%

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- 2.3.5 C1.4 PAYE Collection Reference: (If Not Applicable please provide details why) 0.00%
- 2.3.6 C1.5 Corporation Tax or Self Assessment Reference as may be applicable to your organisation type. (Provision of the Corporation Tax details for your organisation should be the default answer to this question. Where the payment of Corporation Tax is not applicable to your organisation (i.e. it is a partnership) then the Self Assessment details for the person who will be accountable for the work in your organisation should be provided. If you are unable to provide Corporation Tax or Self Assessment reference details then please state 'Not Applicable' and provide the reasons why) 0.00%
- 2.3.7 C1.6 If a consortium bid or sub-contractors are to be used directly to deliver any of the requirements stated in the specification, please provide the information requested C1.2 to C1.6 inclusive for each member of the consortium and for each sub-contractor. Before providing their details, please ensure that you obtain consent from the consortium member or sub-contractor using the sub-contractor revenue compliance consent form provided in Appendix C of the Tendering Instructions. Please attach scanned copies of the completed consent form to this question or send by post as a hard copy using the process outlined in paragraphs 11.22 to 11.25 of the Tendering Instructions. 0.00%

- 2.3.9 C2.1 Applicants who are registered for tax outside of the UK should answer this question and questions C2.2 - C2.4 (Applicants in the UK should answer questions C1.1 to C1.6) Regulations 57(3) and 57(4) of the Public Contracts Regulations 2015 respectively provide for the mandatory and discretionary exclusion of an economic operator from a procurement procedure if it is in breach of its obligations relating to the payment of taxes or social security contributions
Please confirm that you understand that if you are unable to provide the information requested in questions C2.2 – C2.4, as part of the procurement procedure or when requested during the term of the contract should you be successful, then this may give grounds for you to be excluded. 0.00%
- 2.3.10 C2.2) If registered for tax outside the UK, please confirm you have attached a scanned copy of an official document obtained from your own tax authority clearly certifying that you are currently tax compliant. Please Select "Yes" or "No". If "No", please state the reasons for this in a separate document attached to this question. 0.00%
- 2.3.11 C2.3 If a consortium bid, please confirm that the document requested in Question C2.2 has been provided in respect of each consortium member registered for tax purposes outside the UK. 0.00%

- 2.3.12 C2.4 If proposing to use sub-contractors directly to deliver any of the requirements stated in the specification, please confirm that the document requested in Question C2.2 has been provided in respect of each sub-contractor registered for tax purposes outside the UK. 0.00%
- 2.3.14 C3.1 UK and Overseas Organisations are required to provide their Dun & Bradstreet number. The number will assist the Contracting Authority in verifying any Revenue Compliance and Financial Check Information obtained. The number will also be used to monitor the contract spend across other Government organisations. 0.00%
- Please provide the Dun & Bradstreet number for the organisation, including any changes in the last three years, that corresponds with the information you provided in sections C1 & C2 above, as may be applicable. Should your organisation currently not be registered with Dun & Bradstreet please confirm that you would be willing to register with them should your tender be successful
- 2.3.16 C4.1 As per the Government policy to Promote Tax Compliance as referred to in the Tendering Instructions, have your tax affairs given rise to a criminal conviction for tax related offences which is unspent, or to a penalty for civil fraud or evasion. 0.00%

- 2.3.17 C4.2 As per the Government policy to Promote Tax Compliance as referred to in the Tendering Instructions, have any of your tax returns submitted on or after 1st October 2012 been found to be incorrect as a result of HMRC successfully challenging it under the General Anti-Abuse Rule (GAAR) or the 'Halifax' abuse principle, or the failure of an avoidance scheme which your organisation was involved in and which was, or should have been, notified under the Disclosure of Tax Avoidance Scheme (DOTAS) 0.00%
- 2.3.18 C4.3 If answering 'yes' to C4.1 or C4.2 above, please provide - a brief description of the occasion, the tax to which it applied, and the type of non-compliance i.e. GAAR, Halifax Abuse Principle etc. - where the OONC relates to a DOTAS, the number of the relevant scheme - the date of the original 'non-compliance' and the date of any judgement against the Candidate/Tenderer, or date when the return was amended. - the level of any penalty or criminal conviction applied. - details of any mitigating factors, including but not limited to, corrective action taken by your organisation to date, planned corrective action to be taken, changes in personnel or ownership since the occasion, changes in financial, accounting, audit or management procedures since the occasion. 0.00%
- 2.3.19 BUYER VIEW QUESTION ONLY - Following the relevant CD guidance, is the supplier sufficiently "revenue compliant"? Indicate Yes/No and if No, please provide details. 0.00%

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2.4	FORM D - Reg 58 -Selection Criteria - Economic and Financial Standing	0.00%
2.4.2	<p>D1.1 The Public Contracts Regulations 2015, Regulation 58, Selection Criteria, provides the criteria by which economic operators can be assessed to ensure that they possess the necessary economic and financial capacity to perform the contract.</p> <p>To assist with carrying out this assessment you are required to provide the information in response to the questions contained within this questionnaire. The Contracting Authority will use the information you provide and that obtained by its own means, including information potentially obtained from third party providers, to assure themselves that you possess the necessary economic and financial capacity to perform the contract.</p> <p>Please confirm that you understand that if you do not provide any of the requested information or if any subsequent assessment results in the Contracting Authority deciding that you do not possess the necessary economic and financial capacity to perform the contract, then this may result in you not being selected for further consideration as part of the procurement procedure.</p>	0.00%
2.4.4	<p>D2.1 Employers Liability Insurance (ELI) in the minimum sum of £5m is a legal requirement, except where the statutory exemptions apply. Please confirm the levels of ELI cover held or, if applicable, provide details of the legal exemptions claimed.</p>	0.00%

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- 2.4.5 D2.2 Please provide details of any Professional Indemnity or other insurance currently held that may be applicable to this procurement procedure. Where the types and limits for insurance are contained in the specification in the draft contract, please confirm if you already possess insurance to the required limits, or that you have already obtained an offer of the insurance required and that any increase in insurance premiums have been accounted for in your bid price. 0.00%
- 2.4.7 D3.1 Please confirm your turnover for each of the last two years of trading. Where the Contracting Authority has specified a minimum level of economic and financial standing and/or a minimum financial threshold within the contract notice and/or procurement documentation, please self-certify by answering 'Yes' or 'No' that you meet the requirements.. 0.00%
- 2.4.8 D3.2 Please provide one of the following set out below: 0.00%
- 2.4.9 D3.3 In respect of your response to the above question D3.2, please confirm if you have provided your financial information electronically as an attachment or you have provided hard copies of the documents and sent them by post. Where documents are sent by post, then the process outlined in paragraphs 11.22 to 11.25 of the Tendering Instructions should be used. 0.00%

2.4.10 D3.4 If, in response to question A1.6, Form A, Organisation Details you have provided details of a Parent and/or Ultimate Parent company: - 0.00%

- please provide Ultimate / parent company accounts (if not available, please provide an explanation as to why), and
- please confirm if the Ultimate / parent willing to provide a guarantee if necessary and if not, would you be able to obtain a guarantee elsewhere (e.g. from a bank?)

2.4.11 D3.5 if, in response to question A2.4 and/or A2.5, Form A, Organisation Details, you have confirmed that you are part of a consortium (e.g. an association of several companies) 0.00%

- please provide company accounts for all members of the consortium (if not available, please provide explanation as to why, and
- where a consortium member is part of a larger group, please provide Ultimate / parent company accounts (if not available, please provide an explanation as to why),
- where a consortium member is part of a larger group, please confirm if the Ultimate / parent willing to provide a guarantee if necessary and if not, would they be able to obtain a guarantee elsewhere (e.g. from a bank?)

2.5 FORM E - Reg 58 - Selection Criteria - Technical and Professional Ability 0.00%

- 2.5.2 E1.1 The Public Contracts Regulations 2015, Regulation 58, Selection Criteria, provides the criteria by which economic operators can be assessed to ensure that they possess the necessary technical and professional ability, including where applicable the suitability to pursue a professional activity, to perform the contract. 0.00%

To assist with carrying out this assessment you are required to provide the information in response to the questions contained within this questionnaire. The Contracting Authority will use the information you provide and that obtained by its own means, including information potentially obtained from third party providers, to assure themselves that you possess the necessary technical and professional ability, including where applicable the suitability to pursue a professional activity, to perform the contract.

Please confirm that you understand that if you do not provide any of the requested information or if any subsequent assessment results in the Contracting Authority deciding that you do not possess the necessary technical and professional ability, including where applicable the suitability to pursue a professional activity, to perform the contract, then this may result in you not being selected for further consideration as part of the procurement procedure.

- 2.5.4 E2.1 With regard to suitability to pursue a professional activity, please confirm if your, or persons within your, organisation are enrolled in one of the professional or trade registers kept in your member state of establishment, as described in the Public Contracts Regulations 2015, Schedule 5. 0.00%

- 2.5.5 E2.2 In respect of a procurement procedure for a service, please confirm if you have to possess a particular authorisation or to be a member of a particular organisation in order to be able to perform in your country of origin the service concerned and, where applicable, please provide details to prove that you hold such authorisation or membership. 0.00%
- 2.5.8 E3.1 Contract 1 0.00%
- E3.1.1 Customer Organisation Name
 - E3.1.2 Customer contact name, phone number and email, position in organisation
 - E3.1.3 Contract/Order/Assignment/Start date
 - E3.1.4 Contract/Order/Assignment completion date
 - E3.1.5 Contract/Order/Assignment Value
 - E3.1.6 Brief description of contract including evidence as to your technical capability in this market. (max 500 words)

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| 2.5.9 | E3.4 If you cannot provide at least one example, please briefly explain why (100 words max) | 0.00% |
| | | |
| 2.5.11 | E4.1 Please provide a brief overview of your organisation or an organisational chart which best demonstrates your ability to provide the goods and/or services required making reference to the numbers of personnel, critical personnel, site locations and facilities that will be utilised, including consortia members or named sub-contractors where they will directly deliver any of the requirements stated in the specification. (An organisational chart may be added as an attachment in response to this question). | 0.00% |

- 2.5.12 E4.2 Please describe your current capacity levels, including the capacity of consortia members and/or sub-contractors where relied upon, which directly relate to the delivery of the requirements stated in the specification. Where minimum Technical Capacity requirements are stated in the contract notice, please confirm how you will be able to comply with the minimum requirement, making reference to the capacity of consortia members and/or sub-contractors where relied upon to meet the minimum capacity requirement. 0.00%

2.5.13 E4.3 Please provide details of any quality management or quality assurance systems that are used, or are planned to be used, within your organisation that relate to, and will ensure the quality of, the provision of goods and/or services detailed in the specification. 0.00%

2.5.15 E5.1 Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation UK General Data Protection Regulation and to ensure the protection of the rights of data subjects. 0.00%

- 2.5.16 E5.2 Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation UK General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to a description of facilities and measures: to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; to ensure that any content based processing meets standards of active informed consent, and that such consents are recorded and auditable; to ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place); to maintain records of personal data processing activities; and to regularly test, assess and evaluate the effectiveness of the above measures. 0.00%
- 2.5.18 E6.1 In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? 0.00%

- 2.5.19 E6.2 In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination? 0.00%
- 2.5.20 E6.3 If you have answered “yes” to E6.1 and/or E6.2 above, in response to this question please provide a summary of the nature of the investigation and an explanation of the outcome of the investigation to date. . If you need to provide additional information in response to this question, please attach an appendix If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Contracting Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. If you need to provide additional information in response to this question, please attach an appendix
If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. You may be excluded if you are unable to demonstrate to the Contracting Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring. 0.00%

2.5.21	E6.4 If you use sub-contractors, please describe what, if any, processes you have in place to check whether any of the above circumstances apply to these other organisations?	0.00%
2.5.23	E7.1 Are you a relevant commercial organisation as defined by Section 54 ("Transparency in supply chains, etc.") of the Modern Slavery Act 2015?	0.00%
2.5.24	E7.2 If you are a relevant commercial organisation under the terms of the Modern Slavery Act 2015, are you compliant with the annual reporting requirements contained within Section 54 of the Modern Slavery Act 2015?	0.00%

2.5.33 5. (a) Please provide the percentage of invoices paid by you to those in your immediate supply chain on all contracts for each of the two previous six month reporting periods. This should include the percentage of invoices paid within each of the following categories: 1). within 30 days; 2). in 31 to 60 days; 3). in 61 days or more; 4). due, but not paid by the last date for payment under agreed contractual terms. It is acceptable to cross-refer to information that has previously been submitted to Government or other bodies or that is publicly available (provided it covers the required reporting periods), including data published in accordance with the Reporting on Payment Practices and Performance Regulations 2017. If you do wish to cross-refer, please provide details and/or insert link(s). 0.00%

2.5.34 5. (b) If you are unable to demonstrate that all invoices have been paid within the agreed contractual terms, please explain why. Note: if you are required to submit an action plan under Question 5(c) , this action plan must also set out steps to address your payment within agreed terms, in order to achieve a pass for Question 5(c). 0.00%

2.5.35 5. (c) If you are unable to demonstrate that >95% of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in at least one of the last two six month reporting periods, please provide an action plan for improvement which includes (as a minimum) the following: 1). Identification of the primary causes of failure to pay: (a) 95% of all supply chain invoices within 60 days; and (b) if relevant under Question 5 (b), all invoices within agreed terms. 2). Actions to address each of these causes. 3). A mechanism for and commitment to regular reporting on progress to the bidder's audit committee (or equivalent). 4). Plan signed off by director. 5). Plan published on its website (this can be a shorter, summary plan). If you have an existing action plan prepared for a different purpose, it is acceptable to provide this, but it should contain the above features or information. 0.00%

2.6 FORM F - Declaration 0.00%

2.6.2 F1.1 Please declare that to the best of your knowledge that all of the information you have provided in response to FORM A - FORM E questionnaires are correct. Please confirm that you understand that the information will be used in the selection process to assess your organisation's suitability to be invited to participate further in this procurement. 0.00%

- 2.6.3 F1.2 Please confirm that you understand that the Contracting Authority may reject your submission if there is a failure to answer all relevant questions fully or if you provide false/misleading information. 0.00%
- 2.6.4 F1.3 Are you aware of any conflict of interest (COI), including those detailed within The Public Contracts Regulations 2015 Regulation 24, that could arise due to the bidding organisation's participation in the procurement procedure? Please respond either "Yes" or "No".
If yes, please also provide details of the COI and describe your proposals for mitigating such a conflict.
HMRC will look to remedy any COI without excluding the bidder from the procurement process wherever possible. HMRC does however reserve the right to exclude the bidder from this procurement process where such a COI cannot be remedied by other means, to the satisfaction of HMRC.
Withholding knowledge of a COI may result in disqualification from the tender exercise. Once a contract is awarded, the supplier still has a continuing obligation to make HMRC aware of any new conflicts and to maintain where necessary any mitigating actions. 0.00%
- 2.6.5 F1.4 Using a selection from the list provided, please confirm that this is a bona fide tender, intended to be competitive and that you have not fixed or adjusted the amount of the tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any person. 0.00%

2.6.6 F1.5 Please confirm that you assured the content of your response and checked that all the latest versions of the documents have been attached to the relevant question where required. 0.00%

2.6.7 F1.6 As part of the governance process in your organisation, if authorisation is needed for the content of your tender response to be approved prior to submission, please provide the person's name and role in your organisation who provided the authorisation. 0.00%

3 Award Questionnaires 100.00%

3.1 Award Criteria - Social, Environmental and Innovative Characteristics 2.00%

3.1.3 1.1 Please confirm that prior to providing a response to any of the award criteria questionnaires/questions, you have read and taken into account all of the information contained in the Tendering Instructions document attached to this event, and in the case of an incumbent provider that special attention has been paid to Section 8 (Conditions of Tender). 0.03%

- 3.1.4 1.2 As per the Tendering Instructions, Section 15, Publication of Contract Award, please acknowledge that you are aware that there is an obligation for the final contracts to be published. Please provide details of any aspect of your Tender Response which should not be made public and provide the reasons as why you believe such redactions should be applicable. 0.03%
- 3.1.6 2.1 Please provide details of the commitment you would give to Client Account Management in support of Supplier Relationship Management activity. Please give the name of the person who will be responsible for Client Account Management and provide a brief overview of their relevant skills. Please be aware that as part of Client Account Management activity you may be required to complete a HMRC Supplier Performance Management (SPM) questionnaire using the e-sourcing portal. 0.13%

3.1.7 2.2 Please provide full details of your complaints handling system with regard to issues arising with Client Account Management and/or performance issues not being rectified as part of routine Contract Management activity. 0.13%

3.1.8 2.3 HMRC are routinely required to provide Management Information (MI) to other central Government bodies across a wide range of contracts to support Government initiatives, which may include MI relating to any contract that results from this procurement. Please confirm that you will commit to provide MI returns on request to support Government initiatives. 0.03%

- 3.1.11 3.1 Please provide details of the level of commitment you will give to supporting our Sustainable Procurement Strategy, including providing details of the person(s) within your organisation who will be responsible for the elements of the Sustainable Procurement Strategy listed in this Section 3. 0.26%

- 3.1.12 3.2 HMRC strategy is to provide support to Small and Medium sized Enterprises (SME's), which are defined as having up to 249 employees, a turnover of less than £50M; and balance sheet total assets of less than £5.6M. HMRC expect SME and non-SME suppliers to drive use of SME's within their supply chain wherever possible to deliver Value for Money (VfM). Please provide a statement as to whether you are an SME or not and the extent to which SME's are used in your existing supply chain and specially how they will be used in relation to the delivery of goods and or services subject to this tender. 0.16%

- 3.1.13 3.6 Please provide details of how you will contribute towards the targets as set out by Government in the 'Greening Government Commitment' document 0.10%
<https://www.gov.uk/government/publications/greening-government-commitments-targets/greening-government-commitment-targets#reduce-greenhouse-gas-emissions-by-25-from-a-2009-to-2010-baseline-from-the-whole-estate-and-business-related-transport> making specific reference to whether you currently, or you will in the future;
- a) Monitor, document and report on year on year greenhouse gas emissions and where applicable, what reduction you have achieved, from a 2009 to 2010 baseline, from your business premises and business related transport;
 - b) Monitor, document and report the amount of waste you generate and where applicable, what reduction you have achieved, from a 2009 to 2010 baseline;
 - c) Monitor, document and report your water consumption and where applicable, what reduction you have achieved from a 2009 to 2010 baseline; and
 - d) Deploy policies to ensure your organisation buys more sustainable and efficient products and/or services, and engages with its suppliers to understand and reduce the impacts of its supply chain.

- 3.1.14 3.8 As per the practical advice provided in Cabinet Office Procurement Policy Note 01/15, Central Government departments must comply with Article 6 of the Energy Efficiency Directive when purchasing products and services and purchasing or renting buildings as referred to in as per Cabinet Office Procurement Policy Note 07/14 dated 3rd June 2014 https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/316683/PPN_07-14_implementing_article_6_of_the_energy_efficiency_directive.pdf Please confirm that you have read and understood the directive as set out above and describe, where applicable, how you will ensure the requirements will be met in respect of any goods, services and/or accommodation you intend to procure in relation to the provision of the goods and/or services which are the subject of this tender. 0.03%
- 3.1.16 4.1 As per Cabinet Office Procurement Policy Note 05/15, please confirm that you will ensure you pay all undisputed invoices, submitted by any subcontractors you utilise during the term of this contract, within 30 days. 0.03%

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| 3.1.18 | 5.1 All supplies should note that HMRC is now operating an SAP Ariba Buying and Invoicing platform (internally badged as myBUY) – therefore all suppliers will be obliged to receive Purchase Orders from, and transact invoices back to, HMRC over the Ariba network. Please confirm that if successful you will register with HMRC on the Ariba Network with an Ariba Enterprise account. | 0.08% |
| 3.1.20 | 6.1 Please describe the governance procedures that exist in your organisation that help to assure the prevention of fraud and/or corruption. | 0.26% |

3.1.21 6.2 Please provide full details of your management approach to equal opportunities, diversity etc. and describe how it will be carried out in practice by relating it to the Client's requirements. Where possible provide copies of any formal policy documents/operating manuals and make reference to three paragraphs from the documents which you believe will be most relevant to the Client's requirements. (In relation to this question attachments may be used to support the answer but attachments must not be used to answer the question in its entirety) 0.21%

3.1.22 6.3 Please provide details of how you ensure all staff have awareness training in Equality and Diversity. 0.18%

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| 3.1.23 | 6.4 Please describe how you ensure that your Equality and Diversity agenda and policies are communicated throughout your supply chain. | 0.13% |
| 3.1.24 | 6.5 Please provide full details of your management approach to health & safety and describe how it will be carried out in practice by relating it to the Client's requirements. Where possible provide copies of any formal policy documents/operating manuals and make reference to three paragraphs from the documents, which you believe will be most relevant to the Client's requirements. (In relation to this question attachments may be used to support the answer but attachments must not be used to answer the question in its entirety) | 0.21% |

3.1.26 7.1 Sid4Gov is an initiative that has been developed to create a single supplier registration portal that will provide Government buyers with a single place to access supplier related information in support of market engagement and procurement processes. Further details can be found at <https://sid4gov.cabinetoffice.gov.uk/>
HMRC requires all suppliers to register for Sid4Gov.
Please confirm if you have already registered or will commit to registering on the Sid4gov portal should you be successful. 0.03%

3.2 Award Criteria - Technical Merit - Service Delivery 45.00%

- 3.2.1 Please provide a detailed explanation of how you would ensure all documents relied upon as part of the legal process would be served in accordance with the Civil Procedure Rules, and meet HMRC requirements as discussed between 2.14 and 2.18 of the specification. 5.55%
Max 1200 words

- 3.2.2 Please refer to paragraph 3(3.1-3.6) of the specification and set out in detail how you and your contracted agents propose to receive, handle and monitor our documents. You may break down your response to relate to specific sub-paragraphs if you wish. 4.32%
Max 750 words

- 3.2.3 Referring to paragraph 7(7.1-7.4) of the specification please detail how you would provide a digital portal/platform for HMRC to use. Is this readily available? Please include what would be included in the portal/platform, how to access, implementation timescales etc. Max 1000 words 5.55%

- 3.2.4 Please refer specifically to paragraph 2.12-2.13 of the specification and provide a detailed plan covering the level of service you will provide in respect of your approach to keep HMRC up to date with the progress of cases, communications procedures, availability and flexibility to action urgent requests at exceptionally at short notice. Max 750 words 4.32%

- 3.2.5 Please provide an overview of your organisation's capability and capacity to meet the requirement of 4(4.1-4.4) of the specification, including a fully detailed approach to prioritising cases, knowledge of service procedure and service delivery for bankruptcy petitions. Please illustrate your answer with examples of non-standard service your organisation has undertaken. Max 750 words 4.32%

- 3.2.6 Please review section 5(5.1-5.4) of the specification and set out the detailed end to end processes you manage for all types of notice and service, starting with the issue of the document and instructions to serve to the individual staff member/sub-contractor that has been allocated our case, including how that allocation decision is made. Please also cover everything from initial and any subsequent attendances, all the way through to the return of the call report, witness statement and any other documents and exhibits back to the Client. Please attach a PROCESS MAP, in a format of your choice, and examples of any Standard Documents you would propose to utilise in the performance of the contract, as part of your response. 6.16%

- 3.2.7 Please refer to section 5.4 of the specification and set out your understanding of the legislative requirements and associated compliant processes you would follow around the service of Company and Partnership Winding Up Petitions. 6.16%
Max 1000 words

- 3.2.8 Please refer to section 6(6.1-6.2) of specification and explain the benefits of your tracing process and how it impacts successful service rates. Please include details around your current tracing procedures, for example what percentage of cases you would normally expect to carry out trace activity on, what it actually entails, how tracing costs are calculated and also how often tracing proves unsuccessful. Please give examples of how varied the need for tracing can be, using your experience with other clients, especially those using credit reference agencies before instructing you. 4.32%
- Max 1000 words

3.2.9 Service Levels and KPI's Please confirm your acceptance of the initial target KPI set out in section 9. Achievement of these targets will be reviewed and subject to discussion as required at regular review meetings. Please set out how you will meet all the requirements specified in the KPI section. Max 750 words 4.32%

3.3 Award Criteria - Technical Merit - Management Activity 3.00%

3.3.2 C1 (b) Please describe how you will ensure the Client has access to all relevant documentation for the purposes of commercial and security assurance, risk assessment, procedures etc 0.08%

3.3.3 C1 (c) Please confirm you will provide the Client access to premises as necessary for assurance purposes and describe how you will facilitate this. 0.13%

3.3.4 C1 (d) Please describe how you will ensure the Client has access to a Contractor representative at all times during working hours (Mon - Fri 08:00 to 18:00) 0.18%

- 3.3.5 C1 (e) Please describe how you will realise all possible efficiency savings during the term of the contract. 0.16%

3.3.6 C1 (f) Please confirm that you agree to Quarterly Review meetings and describe how you would present the information required for the Contract Review meetings. 0.18%

3.3.7 C1 (g) Please confirm that you will provide the Client with the most up to date management information relating to the previous two quarters at least 5 working days before any review meeting and describe how you will do this. 0.13%

3.3.8 Please describe how you will ensure the Change Control Procedure will be managed within your organisation and who will be responsible for the procedure. 0.16%

3.3.9 C1 (i) Please confirm that you have read and understand the Dispute resolution Process and describe how this will work in practice. 0.10%

- 3.3.10 C1 (j) Please provide details of the Contract Manager and Contract Management Team you will provide as part of the service making reference to the escalation procedures. Team plans may be provided as part of your response. (Please note you must provide a complete answer to the question and not just attach your management team plan) 0.21%

- 3.3.12 E2 a) Please describe details of your risk management policy including the roles and responsibilities of those managing the Risk, Audit and Compliance function and how you will ensure it is compliant with industry standard best practice and any future certification standards. 0.18%

3.3.13 E4 a) Please describe how you will implement a risk assurance programme including the systems and controls you will use to identify early warning indicators and provide details of who will report to the Client on such systems and controls and how regularly the reporting procedure will be carried out. 0.16%

3.3.14 E5 a) Please confirm you will ensure the Client has access to carry out a security audit of the services at any time and that you will facilitate audits as requested by the Client including providing any relevant documentation without withholding information or causing unreasonable delay to the Client. 0.13%

- 3.3.15 E6 a) Please describe how you will provide the Client with an update on all/any outstanding audit issues relative to the services, detailing their progress on a monthly basis. 0.13%

- 3.3.16 E8 a) Please describe how you will mitigate risk and its impact on the Client and how you will document risk of non-compliance with current and future regulation and legislation including the General Data Protection Regulation UK General Data Protection Regulation, Freedom of Information Act 2000, Money Laundering Regulations 2007, Terrorism Act etc. 0.21%

3.3.17 E9 a) Please describe how you will record, investigate, take remedial action for any breaches of the Client's requirements and report to the Client. Please also describe how you will monitor the occurrence of regular breaches to identify trends and how this will be reported to the Client. 0.18%

3.3.18 E9 b) Please describe how you will ensure your personnel have adequate understanding to enable them to identify breaches within their area of responsibility and the wider business and report, investigate and address breaches as appropriate. 0.13%

- 3.3.19 E9 c) Please describe how you will provide a summary report of all compliance, fraud, security and business continuity breaches to the Client where the breach is deemed to be significant in nature by the Client. 0.13%

3.3.20 E10 a) Please describe the procedures you will put in place to ensure the Client protected from financial crime and/or cyber crime. 0.03%

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| 3.3.21 | E12 b) Please describe how you will monitor all transactions to identify potentially suspicious behaviour and/or high risk activity and what software based monitoring tools you will use to do this. | 0.21% |
| 3.3.23 | F1 a) Please provide the detailed Draft Implementation Plan covering Mobilisation and Testing Procedures | 0.03% |
| 3.3.24 | F2 a) Please describe how you will ensure work starts with the Client to agree appropriate revisions to the Implementation Plan within two weeks of the contract award. | 0.03% |

3.3.25 G1 a) Please provide details of your exit management plan.

0.03%

3.3.26 G1 b) Please describe the procedure you will use to review and update the Exit Plan in agreement with the Client within one (1) month of each anniversary of the commencement date.

0.03%

3.3.27 G2 a) Please describe, in the event that the contract expires or is terminated, how you will migrate the provision of the services to a replacement contractor. 0.03%

3.3.28 G3 a) Please provide a brief description of what, if any, TUPE implications there would be in the transfer of this service when exiting the contract. 0.03%

3.3.29 G4 (a) Please confirm that you are committed to ensuring, and will include in your Exit Plan, details of how the Service will be maintained during any Exit Phase 0.03%

3.4 Award Criteria - Technical Merit - Security Management 5.00%

3.4.3 H1 a) Please confirm that you understand that your responses to this questionnaire will form the initial Security Plan and will be included in the final signed version of any resulting agreement. 0.02%

- | | | |
|-------|---|-------|
| 3.4.4 | H1 b) Please confirm that your organisation and any subcontractors will conform to the requirements set out in the Government Security Policy Framework (SPF) - see Tendering Instructions paragraph 6.8 - and any Security Requirements recorded in the Schedules and/or Service Order Form. | 0.02% |
| 3.4.5 | H1 c) If you believe that the Public Sector Network (PSN) Code of Connection, available from www.gov.uk , will apply to your organisation and any sub-contractors, please provide details of how you will conform to this. (Paragraph 6.8 of the Tendering Instructions also refers). | 0.07% |
| 3.4.6 | H1 d) Please confirm that your organisation and any sub-contractors will handle HMRC assets in accordance with all relevant legislation, including the General Data Protection Regulation, (see GDPR), UK General Data Protection Regulation, (see UK GDPR). | 0.02% |
| 3.4.7 | H1 e) Please confirm that you have paid the Data Protection Fee to the ICO or that you fall into one of the exempt categories. More information can be found here: Information Commissioners Office see ico.org.uk | 0.02% |
| 3.4.8 | H1 f) Please provide details of any security accreditation that your organisation currently possesses, such as, but not exclusive to, ISO 27001 and PCI DSS, and describe the process used to achieve the accreditation. | 0.17% |

3.4.9 H1 g) If you intend to involve sub-contractors at any stage during the Contract, please list them and provide details of how you will ensure their compliance with all aspects of this Security Plan. 0.02%

3.4.10 H1 h) If you are successful in the tender process, you will require a Security Manager (or appointed person), to take responsibility for the security of the data. Please provide the name of your Security Manager who will act as a first point of contact and conduct ongoing management of security risks and incidents (including identification, managing, and reporting in line with agreed procedures for actual or suspected security breaches). 0.14%

- 3.4.12 H2 a) For the locations where HMRC assets are held, please provide details of the procedures and security in place designed to control access to the site perimeter. 0.12%
Detail measures such as fencing, CCTV, guarding, and procedures and controls in place to handle staff and visitors requesting access to the site.
Please also provide details of the maintenance schedule of your security controls.

- 3.4.16 H3 b) Please provide details of the controls and processes you have in place covering patching, malware (anti-virus), boundary/network security (intruder detection), content checking/blocking (filters), lockdown (prevention), and how regularly you update them. 0.24%

3.4.17 H3 c) Please provide details of the overall security and access control policy of your systems covering physical and electronic assets (including communications connection equipment, e.g. bridge, routers, patch panels). You should record details of the formal registration/deregistration process, how users are Authorised, Authenticated and held Accountable for their actions. Also Include details of the measures in place to manage privilege access e.g. System Administrators and remote users. 0.19%

3.4.18 H3 d) Please provide details of how your security and access control policy complies with the Security Policy Framework (including, where necessary, use and control of back up systems, network storage and segregation of HMRC data (including 'cloud' solutions), and additional security for more sensitive information assets). 0.24%

- 3.4.19 H3 e) Please describe how you ensure all software and data is approved before being installed, and how your information systems are reviewed for compliance with security implementation standards (e.g. penetration testing). 0.19%

- 3.4.20 H3 f) Please provide details of the controls and processes (including level of encryption and controlled access procedures) you have in place for the use of portable media and storage devices exceptionally loaded with HMRC data. 0.24%

- 3.4.21 H3 g) Please provide details of how all equipment (e.g. hardware, portable media) that holds or has held data will be destroyed or decommissioned, and how all data will be rendered unreadable and irretrievable in line with HMG Security Policy Framework requirements for information management. 0.24%

- 3.4.23 H4 a) Have all staff who will have access to, or come into contact with, HMRC assets or data undergone Baseline Security Standard checks? (See www.gov.uk for further information) 0.19%

3.4.24 H4 b) Please provide details of how you will ensure that all staff accessing HMRC data are aware of the confidential nature of the data and comply with their legal and specific obligations under the Contract? 0.19%

3.4.25 H4 c) All the Contractor's personnel who have access to HMRC data, and/or are directly involved in the service provision, sign a copy of HMRC's Non Disclosure Agreement. Please confirm that, in the event that your bid is successful, you will provide signed hard copies of the Non Disclosure Agreement for all personnel involved in this Contract if requested. 0.19%

- 3.4.27 H5 a) Please provide details of the format in which HMRC data will be held, how you will ensure segregation of HMRC data, and the locations where this data will be processed. 0.22%
- 3.4.28 H5 b) Please confirm your understanding and agreement that the transfer of any HMRC asset to third parties (any individual or group other than the main Contractor) is prohibited without prior written consent from HMRC. If you anticipate transferring data, especially using portable media during the delivery of this project, please set out your proposed transfer procedures for consideration. 0.19%
- 3.4.29 H5 c) Please confirm that you understand that HMRC data should not be processed or stored outside the United Kingdom without the express permission of HMRC. If you are considering storing data outside of the UK, please provide details on how and where the data will be stored and also provide details of how you comply with Cabinet Office policy for offshoring. 0.24%

- 3.4.30 H5 d) In order to protect against loss, destruction, damage, alteration or disclosure of HMRC data, and to ensure it is not stored, copied or generated except as necessary and authorised, please provide details of the technical and organisational measures you have in place (including segregation of duties and areas of responsibility) to protect against accident or malicious intent. 0.22%

- 3.4.31 H5 e) What arrangements are in place for secure disposal of HMRC assets that may be in your possession once no longer required? 0.19%

3.4.32 H5 f) How will you immediately advise HMRC of security incidents that impact HMRC assets that may be in your possession? 0.12%

3.4.33 H5 g) Please describe your disciplinary procedures in the event of a security breach involving HMRC data. 0.12%

3.4.35 H7 (b) Will you be using commercial cryptography as part of this contract? If so, please provide details. 0.24%

- 3.4.37 I2 a) Please provide an overview of your organisation's Business Continuity and disaster recovery plans in terms of the HMRC data under the Contract, or attach a copy of your Business Continuity Plan. Please specify if you operate business continuity or disaster recovery from offshore. 0.12%
- Also, please provide details on when and how frequently these plans are tested and advise when they were last tested and confirm that results of testing exercises are available for review if requested. Please provide details on how you will meet any recovery times recorded in the Schedules and/or Service Order Form.
- 3.4.38 I3 b) Please confirm that you will comply with all of the specific requirements of Schedule 8 (Business Continuity and Disaster Capability) relating to the provision of a detailed Business Continuity and Disaster Capability (BCDC) Plan in respect of all the Services that are to be provided under the terms of the Contract. 0.12%

- 3.4.39 I4 a) In respect of all the Services that are to be provided under the terms of the Contract, please (a) confirm that you will comply with the various requirements specified in Section 6 and Section 7 of Schedule 8 (Business Continuity and Disaster Capability) relating to regular review and testing of the Business Continuity and Disaster Capability Plan and (b) provide a description of the proposed frequency, scope and content of the BCDC Plan testing process or programme. 0.12%

3.4.40 I4 b) Please confirm that you will comply with the requirements relating to immediate invocation of the BCDC Plan (and prompt notification of HMRC/the Authority) in the event of a complete loss of service or in the event of a Disaster. 0.12%

3.5 Award Criteria - Social Value - Wellbeing 10.00%

3.5.1 Using a maximum of 750 words describe the commitment your organisation will make to ensure that opportunities under the contract demonstrate demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.. 5.00%

Please include:

- your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when.

Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:

- timed action plan
- use of metrics
- tools/processes used to gather data
- reporting
- feedback and improvement
- transparency

Please note: The question is asking you to provide firm social value commitments you would deliver as a direct result of being successfully awarded the contract resulting from this procurement exercise, which are over and above any existing social value policy/incentives you may already have in place within your organisation. As such, your response should not focus on existing social value policy/incentives you may already operate.

Any social value deliverables the supplier commits to provide in response to this question will be incorporated as contractual commitments within the contract prior to signing. In addition, suitable Key Performance Indicators (KPIs) to monitor the supplier's performance against such commitments will be agreed between HMRC and the successful supplier prior to contract signature. These KPIs will be incorporated within the performance levels contract schedule.

Within your response, please also suggest suitable KPIs and targets for each social value commitment made within your response that you would be satisfied to abide by should you be successfully awarded the contract. HMRC will review the suggested KPIs and targets and if satisfactory to HMRC, these will form the contractual social value KPI's to be incorporated into the contract should you be successful at tender award. HMRC reserves the right to suggest amendments to such KPIs or agree alternative KPIs with the successful bidder prior to contract award should the KPIs/targets be unsatisfactory to HMRC. Bidders must provide suggested KPI's and targets as part of their response, however these are for information only and will not form part of the tender evaluation

Social Value Wellbeing 7.1

3.5.2 Using a maximum of 750 words, describe the commitment your organisation will make to ensure that opportunities under this contract influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health. 5.00%

Please include:

- your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and
- a timed project plan and process, including how you will implement your commitment and by when.

Also, how you will monitor, measure and report on your commitments/the impact of your proposals.

You should include but not be limited to:

- timed action plan
- use of metrics
- tools/processes used to gather data
- reporting
- feedback and improvement
- transparency

Please note: The question is asking you to provide firm social value commitments you would deliver as a direct result of being successfully awarded the contract resulting from this procurement exercise, which are over and above any existing social value policy/incentives you may already have in place within your organisation. As such, your response should not focus on existing social value policy/incentives you may already operate.

Any social value deliverables the supplier commits to provide in response to this question will be incorporated as contractual commitments within the contract prior to signing. In addition, suitable Key Performance Indicators (KPIs) to monitor the supplier's performance against such commitments will be agreed between HMRC and the successful supplier prior to contract signature.

These KPIs will be incorporated within the performance levels contract schedule.

Within your response, please also suggest suitable KPIs and targets for each social value commitment made within your response that you would be satisfied to abide by should you be successfully awarded the contract. HMRC will review the suggested KPIs and targets and if satisfactory to HMRC, these will form the contractual social value KPI's to be incorporated into the contract should you be successful at tender award.

HMRC reserves the right to suggest amendments to such KPIs or agree alternative KPIs with the successful bidder prior to contract award should the KPIs/targets be unsatisfactory to HMRC. Bidders must provide suggested KPI's and targets as part of their response, however these are for information only and will not form part of the tender evaluation

Social Value- Wellbeing MAC 7.2

3.6 Award Criteria - Schedule 7.1 (Charges and Invoicing) 35.00%

- 3.6.1 Please confirm you have completed the bid section for this event. Please note that the bid section must be fully completed as this will be the basis of the commercial evaluation of bids. Please bear in mind that all costing's arrived at during the tender process will be included in the final contract awarded to the successful tenderer. There will be no opportunity to directly negotiate prices so it is important that competitive pricing is submitted. HMRC reserves the right to clarify costs in detail. 35.00%

HMRC has carefully considered the appropriate cost model for this tender, and only where documents where successful personal service or sub service is effected is the Client to be charged for. Returned documents to be itemised on invoices as £0.00.

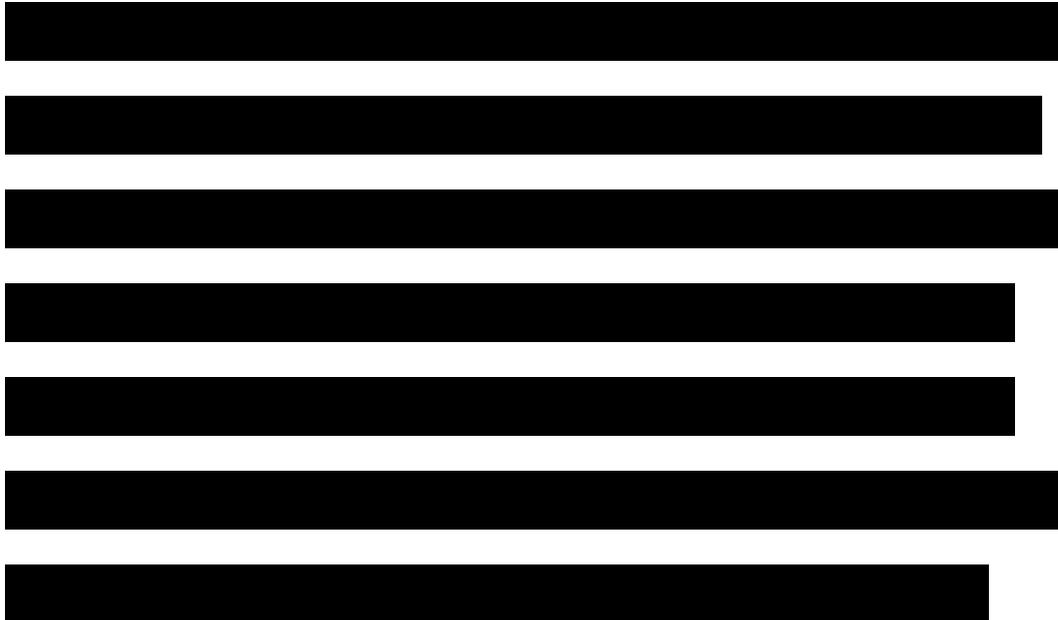
HMRC fully acknowledges that unsuccessful attempts to serve documents attract costs, and that where sub-agents are employed they must be paid, irrespective of whether successful service is effected.

HMRC therefore acknowledges that the standard successful service pricing, based on Client volumes and submitted by tenderers in the bid, must allow for those unsuccessful service costs.

To provide a detailed explanation of your proposed costs and potentially eliminate the need for clarification you may attach a word document to this section.

Call-Off Schedule 5 (Pricing Details)

Redacted due to Commercial Sensitivity



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

1) Definitions

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

"BCDR Plan"	1 has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	● has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster"	● the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	● the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	● has the meaning given to it in Paragraph 2.3.3 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;
"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 6.3 of this Schedule; and
"Supplier's Proposals"	● has the meaning given to it in Paragraph 6.3 of this Schedule;

12. BCDR Plan

- i. The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- ii. Within ninety (90) Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
 - i. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - ii. the recovery of the Deliverables in the event of a Disaster
- iii. The BCDR Plan shall be divided into three sections:
 - i. Section 1 which shall set out general principles applicable to the BCDR Plan;
 - ii. Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - iii. Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- iv. 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.

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

- i. Section 1 of the BCDR Plan shall:
 - i. set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - ii. 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;
 - iii. contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - iv. 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;

- v. 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;
 - vi. contain a risk analysis, including:
 - 1. failure or disruption scenarios and assessments of likely frequency of occurrence;
 - 2. identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - 3. identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - 4. a business impact analysis of different anticipated failures or disruptions;
 - vii. provide for documentation of processes, including business processes, and procedures;
 - viii. set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
 - ix. identify the procedures for reverting to "normal service";
 - x. 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;
 - xi. identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - xii. provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- ii. The BCDR Plan shall be designed so as to ensure that:
- i. the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - ii. the adverse impact of any Disaster is minimised as far as reasonably possible;
 - iii. it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - iv. it details a process for the management of disaster recovery testing.
- iii. 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.

- iv. The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

14. Business Continuity (Section 2)

- i. 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:
 - i. 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
 - ii. 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.
- ii. The Business Continuity Plan shall:
 - i. address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - ii. 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;
 - iii. specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - iv. set out the circumstances in which the Business Continuity Plan is invoked.

15. Disaster Recovery (Section 3)

- i. 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.
- ii. The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - i. loss of access to the Buyer Premises;
 - ii. loss of utilities to the Buyer Premises;

- iii. loss of the Supplier's helpdesk or CAFM system;
- iv. loss of a Subcontractor;
- v. emergency notification and escalation process;
- vi. contact lists;
- vii. staff training and awareness;
- viii. BCDR Plan testing;
- ix. post implementation review process;
- x. any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- xi. 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;
- xii. access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- xiii. testing and management arrangements.

16. Review and changing the BCDR Plan

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

taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

- iii. 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.
- iv. 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.
- v. 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.

17. Testing the BCDR Plan

- i. The Supplier shall test the BCDR Plan:
 - i. regularly and in any event not less than once in every Contract Year;
 - ii. in the event of any major reconfiguration of the Deliverables
 - iii. at any time where the Buyer considers it necessary (acting in its sole discretion).
- ii. 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.
- iii. 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.

- iv. 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.
- v. The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - i. the outcome of the test;
 - ii. any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - iii. the Supplier's proposals for remedying any such failures.
- vi. 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.

18. Invoking the BCDR Plan

- i. 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.

19. Circumstances beyond your control

- i. 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.

Call-Off Schedule 9 (Security Requirements)

• **Definitions**

1 In this Schedule, the following definitions shall apply and be supplemental to those in Joint Schedule 1 (Definitions):

6

"Accreditation"	the assessment of the Core Information Management System in accordance with Part C of this Schedule by the Buyer or an independent information risk manager/professional appointed by the Buyer, which results in an Accreditation Decision;
"Accreditation Decision"	is the decision of the Buyer, taken in accordance with the process set out in Paragraph 4 of Part C of this Schedule, to issue the Supplier with a Risk Management Approval Statement or a Risk Management Rejection Notice in respect of the Core Information Management System;
"Accreditation Plan"	the Supplier's plan to attain an Accreditation Approval Statement from the Buyer, which is prepared by the Supplier and Approved by the Buyer in accordance with Part C of this Schedule;
"Anti-Malicious Software"	Software that scans for and identifies possible Malicious Software in the ICT Environment;
"Breach of Security"	<p>the occurrence of:</p> <ul style="list-style-type: none"> 1 any unauthorised access to or use of the Services, the Sites, the Supplier System, and/or any information or data (including the Confidential Information and the Government Data) used by the Buyer, the Supplier or any Subcontractor in connection with this Call-Off Contract; 2 the loss (physical or otherwise) and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including copies of

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	<p>such information or data, used by the Buyer, the Supplier and/or any Subcontractor in connection with this Call-Off Contract; and/or</p> <p>3 any part of the Supplier System ceasing to be compliant with the Certification Requirements,</p> <p>in each case as more particularly set out in the Security Requirements in Framework Schedule 1 (Specification) and the Order Form and the Security Requirements;</p>
"Certification Requirements"	the requirements set out in Part E of this Schedule;
"CHECK Service Provider"	a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the ITHC Services required by the Paragraph 4.2 of Part C of this Schedule;
"CIMS Subcontractor"	a Subcontractor that provides or operates the whole, or a substantial part, of the Core Information Management System;
"Core Information Management System"	those information assets, ICT systems and/or Sites which will be used by the Supplier and/or its Subcontractors to Process Government Data, together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources) which the Buyer has determined in accordance with the Security Requirements;
General Security Requirements	the Security Requirements that shall apply to any Supplier and / or Subcontractor that processes Personal Data;
"Higher Risk Subcontractor"	<p>a Subcontractor that Processes Government Data, where that data includes either:</p> <p>1) the Personal Data of 1000 or more individuals in aggregate during the period between the Call-Off Start Date and the End Date; or</p>

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	2 Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned;
"IT Health Check" (ITHC)	has the meaning given Paragraph 4.2 of Part C of this Schedule;
Incident Management Process	is the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Government Data, the Buyer, the Services and/or users of the Services and which shall be prepared by the Supplier in accordance with Paragraph 13.2 of Part A of this Schedule and as set out by the Supplier and Approved by the Buyer within the template set out in Section 23 of Appendix 1 of this Schedule;
"Information Assurance Assessment"	is the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with Part B of this Schedule in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier using the template set out in Appendix 1 of this Schedule;
"Information Management System"	the Core Information Management System and the Wider Information Management System;
"Information Security Approval Statement"	a notice issued by the Buyer which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that the Buyer: (i) is satisfied that the identified risks have been adequately and appropriately addressed; (ii) the Buyer has accepted the residual risks; and (iii) the Supplier may use the

	Information Management System to Process Government Data;
"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;
"Medium Risk Subcontractor"	<p>a Subcontractor that Processes Government Data, where that data</p> <p>1 includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the Call-Off Start Date and the End Date; and</p> <p>b) does not include Special Category Personal Data, other than information about the access or dietary requirements of the individuals concerned;</p>
"Required Changes Register"	<p>is a register which forms part of the Risk Management Documentation which records each of the changes that the Supplier has agreed with the Buyer to be made to the Core Information System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in the following Paragraphs within:</p> <p>20. 1.3 of Part B; c) 4 of Part C; d) 3 of Part D;</p> <p>together with the date on which each change shall be implemented and the date on which each change was implemented;</p>
"Risk Management Approval Statement"	a notice issued by the Buyer which sets out the information risks associated with using the Core Information Management System and confirms that the Buyer is satisfied that the

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	identified risks have been adequately and appropriately addressed and that the residual risks are understood and accepted by the Buyer;
"Risk Management Documentation"	is the information and supporting documentation that the Supplier develops and provides to the Buyer when completing section 11 of the Security Management Plan;
"Risk Management Reject Notice"	has the meaning given in Paragraph 4.8.2;
"Security Management Plan"	comprises all information required from the Supplier in order to demonstrate compliance with the Security Requirements that must be presented in the templates set out in Appendix 1;
Security Requirements	the security requirements that the Supplier and each Subcontractor must comply with during the Contract Period as set out in the this Schedule;
"Security Test"	has the meaning given Paragraphs 4 in Part C and Part D of this Schedule;
Security Working Group	the meeting led by the Buyer (or their agent) with the Supplier to discuss the Security Management Plan and any risks, issues and controls the Supplier has put into place to ensure they are delivering the Security Requirements. The timing, required attendees and periodicity of the meetings will be defined by the Buyer during implementation, but should be no less than quarterly and should include the Supplier's Staff with the relevant expertise;
"Special Category of Personal Data"	the categories of Personal Data set out in Article 9(1) of GDPR;
"Statement of Information Risk Appetite"	the document that sets-out the type and level of risk that the Buyer is prepared to accept;

"Subcontractor Security Requirements"	any Security Requirements that must be delivered by Subcontractors;
"Vulnerability Correction Plan"	has the meaning given in Paragraph Part C Paragraph 4.3.3.1 of this Schedule;
"Wider Information Management System"	those information assets, ICT systems and/or Sites which will be used by the Supplier and/or its Subcontractors to Process Government Data which have not been determined by the Buyer to form part of the Core Information Management System together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources).

2 Part A Introduction

- a) This Schedule sets out:
- i) the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Call-Off Contract to ensure the security of Government Data, the Services and the Information Management System;
 - ii) the Certification Requirements applicable to the Supplier and each of those Subcontractors which Processes Government Data;
 - iii) the Security Requirements with which the Supplier must comply, which are dependent upon the applicable Lot(s) awarded to the Supplier under the Framework Contract;
 - iv) the tests which the Supplier shall conduct on the Information Management System during the Term;
 - v) the Supplier's obligations to:
 - (1) return or destroy Government Data on the expiry or earlier termination of this Call-Off Contract; and
 - (2) prevent the introduction of Malicious Software into the Supplier System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Supplier System in Paragraph 8; and
 - (3) report Breaches of Security to the Buyer.

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vi) the applicable Tier of Security Requirements required to be complied with by the Supplier are summarised in Table 1 below:

Table 1:

Tier	Lot	Summary Security Requirements	Certification Requirements
1.	1	<p><u>General Security Requirements (Part B) plus PSC Accreditation (Part C)</u></p> <p>The Supplier is also required to:</p> <ul style="list-style-type: none"> a) ensure that terms and conditions no less onerous than those outlined in Part D of this Schedule are also flowed down within it's Subcontracts with Subcontractors; b) ensure that it's Subcontractors comply with the Security Requirements; and c) provide all documentation relating to the Subcontractors delivery of the Security Requirements including the Subcontractors Security Management Plans, to the Buyer immediately upon written request . 	<p>ISO 27001:2017 and Cyber Essentials (CE) + and PCI-DSS</p>
2.	5, 6, 7, 20	<p><u>General Security Requirements (Part A) plus PSC Assurance (Part D) for Lot 20</u></p> <p>The Supplier is also required to:</p> <ul style="list-style-type: none"> a) ensure that terms and conditions no less onerous than those outlined in Part D of this Schedule are also flowed down within it's Subcontracts with Subcontractors; b) ensure that it's Subcontractors comply with 	<p>ISO 27001:2017 and CE+ and PCI-DSS</p>

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		<p>the Security Requirements; and</p> <p>c) provide all documentation relating to the Subcontractors delivery of the Security Requirements including the Subcontractors Security Management Plans, to the Buyer immediately upon written request.</p>	
3.	2, 3, 8, 9, 10, 11, 12, 13, 14	<u>General Security Requirements (Part B)</u>	ISO 27001:2017 and CE+
4.	4, 15, 16, 17, 18, 19	<u>General Security Requirements (Part B) when handling Personal Data, otherwise N/A</u>	CE

3 Principles of Security

- a) The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Government Data and, consequently on the security of:
- i) the Sites;
 - ii) the Supplier System;
 - iii) the Information Management System, Core information Management System and Wider Information Management System, as applicable; and
 - iv) the Services.
- b) Notwithstanding the involvement of the Buyer in assessing the arrangements which the Supplier shall implement in order to ensure the security of the Government Data and the Information Management System, the Supplier shall be, and shall remain, responsible for:
- i) the security, confidentiality, integrity and availability of the Government Data whilst that Government Data is under the control of the Supplier or any of its Subcontractors; and
 - ii) the security of the Information Management System.
- c) The Supplier shall:
- i) comply with the Security Requirements in this Schedule; and

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- ii) ensure that each Subcontractor that Processes Government Data complies with the Subcontractor Security Requirements in this Schedule.
- d) The Supplier shall provide the Buyer with access to Supplier Staff responsible for information assurance to facilitate the Buyer's assessment of the Supplier's compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.
- e) The Buyer may at its sole discretion appoint an agent to act on its behalf with regards to its engagement with the Supplier regarding the Security Requirements.

Part B General Security Requirements

1) The Security Management Plan

- a) The Security Management Plan includes details of each of the tasks which must be completed by the Supplier, Milestones which must be Achieved and the Buyer responsibilities which must be completed in order for the Supplier to receive a Risk Management Approval Statement.
- b) The Supplier shall complete the Security Management Plan Template (Appendix 1) detailing how they will deliver the Security Requirements and the necessary information required for the applicable Tier(s) for the Lot(s) awarded to the Supplier. Any element that does not apply or only partially applies should be explained within the Template. If a Supplier is delivering Services in respect of more than 1 Lot, it must complete a separate Security Risk Management Template for each Lot.
- c) Where there has been a Variation or Change to the Services which affects any aspect of the Security Requirements, CCS and the relevant Buyers must be notified immediately in writing of this fact and the extent of its effect or believed effect on the Security Requirements and / or the Tier of the Security Requirements that the Supplier should apply to the Service (actual or potential).
- d) The Supplier shall complete the Security Management Plan to demonstrate and document how they comply with the Security Requirements. A draft Security Management Plan shall be made available to the Buyer prior to the Call-Off Contract Effective Date unless already Approved by the Buyer.
- e) The Security Management Plan should be provided to the Buyer in accordance with the Buyer's requirements and as set out within the Implementation Plan, but in any case, unless already Approved by the Buyer, this should be prior to the Service Effective Date.

4 Security Classification of Information

- a) If the provision of the Services requires the Supplier to Process Government Data which is classified as: OFFICIAL-SENSITIVE, the Supplier shall implement such additional measures as

agreed with the Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards.

5 End User Devices

- a) The Supplier shall ensure that any Government Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer, except where the Buyer has already Approved a suitable alternative arrangement.
- b) The Supplier shall ensure that any device which is used to Process Government Data meets all of the Security Requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>
- c) The Supplier must ensure that their EUD's require all Supplier Staff to authenticate themselves before gaining access to the device. All the Supplier's EUD's must encrypt all data at rest using a reputable full disk encryption solution that has been formally assured through a recognised certification process agreed with the Buyer, except where the Buyer has already Approved a suitable alternative arrangement. The Supplier's EUD's must be configured to automatically lock the screen after a period of inactivity and this must be agreed with the Buyer in writing.

6 Location of Government Data

- a) The Supplier shall not and shall procure that none of its Subcontractors Process Government Data outside the UK without the Approval of the Buyer, which may be subject to conditions and that it shall comply with Joint Schedule 11 (Processing Data).

7 Vulnerabilities and Corrective Action

- a) The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Government Data.
- b) The severity of vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability.
- c) The Supplier shall utilise scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:
 - i) 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 at <http://nvd.nist.gov/cvss.cfm>); and
 - ii) Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- d) Subject to Paragraph 5.5, the Supplier shall procure the application of security patches to vulnerabilities in the Information Management System within:
 - i) 7 days after the public release of patches for those vulnerabilities categorised as 'Critical';
 - ii) 30 days after the public release of patches for those vulnerabilities categorised as 'Important'; and
 - iii) 60 days after the public release of patches for those vulnerabilities categorised as 'Other'.
- e) The timescales for applying patches to vulnerabilities in the Information Management System set out in Paragraph 5.4 shall be extended where:
 - i) the Supplier can demonstrate that a vulnerability in the Information Management System is not exploitable within the context of the Services (e.g. because it resides in a Software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 5.4 if the vulnerability becomes exploitable within the context of the Services;
 - ii) 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;

- iii) the Buyer Approves to a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan; or
- iv) the Security Management Plan shall include provisions for major version upgrades of all COTS Software to be kept up to date such that all COTS Software are always in mainstream support throughout the Contract Period, unless otherwise Approved by the Buyer. All COTS Software should be no more than N-1 versions behind the latest software release.

8 Networking

- a) The Supplier shall ensure that any Government Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted using TLS version 1.2 as a minimum.

9 Personnel Security

- a) All Supplier Staff shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record.
- b) The Buyer and the Supplier shall review the roles and responsibilities of the Supplier Staff who will be involved in the management and/or provision of the Services in order to enable the Buyer to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process Government Data or data which is classified as OFFICIAL-SENSITIVE.
- c) The Supplier shall not permit Supplier Staff who fail the security checks required by Paragraphs 7.1 and 7.2 to be involved in the management and/or provision of the Services

except where the Buyer Approves the involvement of the named individual in the management and/or provision of the Services.

- d) The Supplier shall ensure that Supplier Staff are only granted such access to Government Data as is necessary to enable the Supplier Staff to perform their role and to fulfil their responsibilities.
- e) The Supplier shall ensure that Supplier Staff who no longer require access to the Government Data (e.g. they cease to be employed by the Supplier or any of its Subcontractors), have their rights to access the Government Data revoked within 1 Working Day

10 Identity, Authentication and Access Control

- a) The Supplier shall operate an access control regime to ensure:
 - i) all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the Services; and
 - ii) all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.
- b) The Supplier shall apply the 'principle of least privilege' when allowing persons access to the Supplier System and Sites so that such persons are allowed access only to those parts of the Sites and the Supplier System they require to perform the Services under the Contract.
- c) The Supplier shall retain records of access to the Sites and to the Supplier System and shall make such records available to the Buyer on request.

11 Audit and Protective Monitoring

- a) The Supplier shall collect audit records which relate to security events in the Core Information Management System 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 regular reports and alerts setting out details of access by users of the Core Information Management System, to enable the identification of

(without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Government Data.

- b) The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the Core Information Management System.
- c) The retention periods for audit records and event logs must be agreed with the Buyer and documented in the Security Management Plan.

12 Secure Architecture

- a) The Supplier shall design the Core Information Management System in accordance with:
 - i) the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;
 - ii) the NCSC "Bulk Data Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main> ; and
 - iii) the NSCS "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13 Malicious Software

- a) The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Government Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.
- b) If Malicious Software is found, the Parties shall cooperate 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 Services to their desired operating efficiency.
- c) Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 11.1 shall be borne by the Parties as follows:
 - i) 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 the Data was provided to the Supplier, unless

the Buyer had instructed the Supplier to quarantine and check the data for Malicious Software and the Supplier had failed to do so, and

- ii) by the Buyer, in any other circumstance.

14 Data Destruction or Deletion

a) The Supplier shall:

- i) prior to securely sanitising any Government Data or when requested the Supplier shall provide the Buyer with two copies of all Buyer Data in an agreed open format;
- ii) have documented processes to ensure the availability of Government Data in the event of the Supplier ceasing to trade;
- iii) securely erase in a manner agreed with the Buyer any or all Government Data held by the Supplier when requested to do so by the Buyer;
- iv) securely destroy in a manner agreed with the Buyer all media that has held Government Data at the end of life of that media in accordance with any specific requirements in this Call-Off Contract and, in the absence of any such requirements, as agreed by the Buyer in writing; and
- v) implement processes which address the CPNI and NCSC guidance on secure sanitisation.

15 Breach of Security

a) If either Party becomes aware or reasonably suspects of a Breach of Security it shall notify the other in accordance with the Incident Management Process.

b) The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:

- i) immediately take all reasonable steps necessary to:
 - (1) minimise the extent of actual or potential harm caused by such Breach of Security;
 - (2) remedy such Breach of Security to the extent possible;
 - (3) apply a tested mitigation against any such Breach of Security; and
 - (4) prevent a further Breach of Security in the future which exploits the same root cause failure;
- ii) as soon as reasonably practicable and, in any event, within twelve (12) hours following the Breach of Security or attempted Breach of Security, the Supplier must provide to

the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis as required by the Buyer.

- c) In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Subcontractors and/or all or any part of the Information Management System, with this Call-Off Contract, then such remedial action shall be undertaken and completed at no additional cost to the Buyer.

16 Security Monitoring and Reporting

- a) The Supplier shall:
- i) monitor the delivery of assurance activities;
 - ii) maintain and update the Security Management Plan in accordance with Paragraph 1;
 - iii) agree a document which presents the residual security risks to inform the Buyer's decision on whether or not to give Approval to the Supplier to Process, store and transit the Government Data;
 - iv) monitor security risk impacting upon the operation of the Service;
 - v) report Breaches of Security in accordance with the approved Incident Management Process; and
 - vi) agree with the Buyer the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Buyer within 30 days of the Start Date of this Call-Off Contract.

Part C Accreditation requirements

1 This Part sets out:

- The Accreditation arrangements that the Supplier must implement and comply with when providing the Services and performing its other obligations under this Call-Off Contract. These are required to ensure the security of the Government Data, the ICT Environment, the Services and the Information Management System, which are in addition to the requirements set-out in Parts A, B and E and Appendix 1 and 2 of this Schedule.
- To facilitate the Supplier's design, implementation, operation, management and continual improvement of the Security Management Plan and the security of the Services and Information Management System and otherwise.

- The Supplier shall provide access to the Supplier Staff responsible for information assurance and the Buyer shall provide access to its Personnel responsible for information assurance, at reasonable times upon reasonable written notice.

1 Information Management System

- a) The Information Management System comprises the Core Information Management System and the Wider Information Management System.
- b) The Buyer shall be responsible for determining the boundary between the Core Information Management System and the Wider Information Management System. In order to enable the Buyer to make such determination, the Supplier shall provide the Buyer with such documentation and information that the Buyer may reasonably require regarding any information assets, ICT systems and/or Sites which will be used by the Supplier or any Subcontractor to Process Government Data together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources). The Buyer shall notify the Supplier, as soon as reasonably practical following the receipt of such documentation and information, of its decision regarding the component parts of the Core Information Management System and its boundary with the Wider Information Management System.
- c) The Supplier shall reproduce the Buyer's decision as a diagram documenting the Core Information Management System, the Wider Information Management system and the boundary between the two. This diagram shall form part of the Security Management Plan.
- d) Any proposed change to the component parts of the Core Information Management System or the boundary between the Core Information Management System and the Wider

Information Management System shall be notified and processed in accordance with Clause 24 of the Core Terms (Changing the contract).

2 Statement of Information Risk Appetite and Security Requirements

- a) The Supplier acknowledges that the Buyer has provided and the Supplier has received a statement of information risk appetite for the Supplier System and the Services ("**Statement of Information Risk Appetite**").
- b) The Buyer's Security Requirements in respect of the Core Information Management System shall be set out in Appendix 1 (below).

3 Accreditation of the Core Information Management System

- a) The Core Information Management System shall be subject to Accreditation in accordance with this Paragraph 4.
- b) The Supplier acknowledges that the purpose of Accreditation is to ensure that:
 - i) the Security Management Plan accurately represents the Core Information Management System;
 - ii) the Accreditation Plan, if followed, provides the Buyer with sufficient confidence that the CIMS will meet the requirements of the Security Requirements and the Statement of Risk Appetite; and
 - iii) the residual risks of the Core Information Management System are no greater than those provided for in the Statement of Risk Appetite and Security Requirements.
- c) The Accreditation shall be performed by the Buyer or by representatives appointed by the Buyer.
- d) In addition to any obligations imposed by Call-Off Schedule 13 (Implementation Plan and Testing), the Supplier must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Call-Off Schedule 9 (Security Requirements), including any requirements imposed on Subcontractors, from the Call-Off Contract Start Date.
- e) By the date specified in the Implementation Plan, the Supplier shall prepare and submit to the Buyer the risk management documentation for the Core Information Management

System, which shall be subject to approval by the Buyer in accordance with, Part B Paragraph 5 (the "**Security Management Plan**").

- f) The Supplier must provide, by the date by which the Supplier is required to have received a Risk Management Approval Statement from the Buyer together with:
- i) details of each of the tasks which must be completed by the Supplier, Milestones which must be Achieved and the Buyer responsibilities which must be completed in order for the Supplier to receive a Risk Management Approval Statement pursuant to Paragraph 4.8.1.
 - ii) a formal risk assessment of the Core Information Management System and a risk treatment plan for the Core Information Management System;
 - iii) a completed ISO 27001:2013 Statement of Applicability for the Core Information Management System; the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Services, processes associated with the delivery of the Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to extent that it is under the control of or accessed the Supplier) and any IT, Information and data (including the Confidential Information of the Buyer and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services; and
 - iv) unless such requirement is waived by the Buyer, proposed controls that will be implemented in respect of all aspects of the Services and all processes associated with the delivery of the Services, 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 IT, Information and data (including the Confidential Information of the Buyer and the Government Data) to the extent used by the Buyer or the Supplier in connection with this

Call-Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services including:

- (1) the Required Changes Register;
 - (2) evidence that the Supplier and each applicable Subcontractor is compliant with the Certification Requirements;
 - (3) a Personal Data Processing Statement; and
 - (4) the diagram documenting the Core Information Management System, the Wider Information Management System and the boundary between the two created under Paragraph 3.2.
- g) To facilitate Accreditation of the Core Information Management System, the Supplier shall provide the Buyer and its authorised representatives with:
- i) access to the Sites, ICT information assets and ICT systems within the Core Information Management System on request or in accordance with the Accreditation Plan; and
 - ii) such other information and/or documentation that the Buyer or its authorised representatives may reasonably require, to enable the Buyer to establish that the Core Information Management System is compliant with the Security Management Plan.
- h) The Buyer shall, by the relevant date set out in the Accreditation Plan, review the Security Management Plan and issue to the Supplier either:
- i) a Risk Management Approval Statement which will then form part of the Security Management Plan, confirming that the Buyer is satisfied that the identified risks to the Core Information Management System have been adequately and appropriately addressed and that the residual risks are understood and accepted by the Buyer; or
 - ii) a rejection notice stating that the Buyer considers that the identified risks to the Core Information Management System have not been adequately or appropriately addressed or the residual risks to the Core Information Management System have not been reduced

to the level anticipated by the Statement of Information Risk Appetite, and the reasons why ("**Risk Management Rejection Notice**").

- i) If the Buyer issues a Risk Management Rejection Notice, the Supplier shall, within 20 Working Days of the date of the Risk Management Rejection Notice:
 - i) address all of the issues raised by the Buyer in such notice;
 - ii) update the Security Management Plan, as appropriate, and
 - iii) notify the Buyer that the Core Information Management System is ready for an Accreditation Decision.
- j) If the Buyer issues a two or more Risk Management Rejection Notices, the failure to receive a Risk Management Approval Statement shall constitute a material Default and the Buyer may terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.
- k) Subject to Paragraph 4.10, the process set out in Paragraphs 4.9 shall be repeated until such time as the Buyer issues a Risk Management Approval Statement to the Supplier or terminates this Call-Off Contract.
- l) The Supplier shall not use the Core Information Management System to Process Government Data prior to receiving a Risk Management Approval Statement.
- m) The Supplier shall keep the Core Information Management System and Security Management Plan under review and shall update the Security Management Plan annually in accordance

with this Paragraph 4 and the Buyer shall review the Accreditation Decision annually and following the occurrence of any of the events set out in Paragraph 4.9.

- n) The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:
 - i) a significant change to the components or architecture of the Core Information Management System;
 - ii) a new risk or vulnerability is identified to the components or architecture of the Core Information Management System;
 - iii) a change in the threat profile;
 - iv) a Subcontractor failure to comply with the Core Information Management System code of connection;
 - v) a significant change to any risk component; and/or
 - vi) a significant change in the quantity of Personal Data held within the Core Information Management System.
- o) Where the Supplier has previously Processed Personal Data that does not include Special Category Personal Data, it starts to Process Special Category Personal Data, other than data relating to accessibility or dietary requirements relating to an individual:
 - i) a proposal to change any of the Sites from which any part of the Services are provided; and
 - ii) an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns; and
 - iii) update the Required Changes Register and provide the updated Required Changes Register to the Buyer for review and Approval within 10 Working Days after the initial notification or such other timescale as may be agreed with the Buyer.
- p) If the Supplier fails to implement a change which is set out in the Required Changes Register by the date agreed with the Buyer, such failure shall constitute a material Default and the Supplier shall:
 - i) immediately cease using the Core Information Management System to Process Government Data until the Default is remedied, unless directed otherwise .by the Buyer in writing and then it may only continue to Process Government Data in accordance with the Buyer's written directions; and
 - ii) where such Default is capable of remedy, the Supplier shall remedy such Default within the timescales set by the Buyer and, should the Supplier fail to remedy the Default within such timescales, the Buyer may terminate this Call-Off Contract with immediate effect by

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issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms

- q) The Supplier shall review each Change request against the Security Management Plan to establish whether the documentation would need to be amended should such Change request be agreed and, where a Change request would require an amendment to the Security Management Plan, the Supplier shall set out any proposed amendments to the documentation in the Impact Assessment associated with such Change request for consideration and Approval by the Buyer.
- r) The Supplier shall be solely responsible for the costs associated with developing and updating the Security Management Plan and carrying out any remedial action required by the Buyer as part of the Accreditation process.

4 Security Testing

- a) The Supplier shall, at its own cost and expense:
 - i) procure testing of the Core Information Management System by a CHECK Service Provider (an “IT Health Check”):
 - (1) prior to it submitting the Security Management Plan to the Buyer for an Accreditation Decision;
 - (2) if directed to do so by the Buyer; and
 - (3) once every 12 Months during the Call-Off Contract Period;
 - (4) conduct vulnerability scanning and assessments of the Core Information Management System Monthly;
 - (5) conduct an assessment as soon as reasonably practicable following receipt by the Supplier or any of its Subcontractors of a critical vulnerability alert from a supplier of any software or other component of the Core Information Management System to determine whether the vulnerability affects the Core Information Management System; and
 - (a) conduct such other tests as are required by:
 - (b) any Vulnerability Correction Plans;
 - (c) the ISO27001 certification requirements;
 - (d) the Security Management Plan; and
 - (e) The Buyer following a Breach of Security or a significant change to the components or architecture of the Core Information Management System,

(each a "**Security Test**").

- b) 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, and in any case within 10 Working Days, after completion of each Security Test.
- c) In relation to each IT Health Check, the Supplier shall:
 - i) agree with the Buyer the aim and scope of the IT Health Check;
 - ii) promptly, and in any case no later than 10 Working Days, following receipt of each IT Health Check report, provide the Buyer with a copy of the IT Health Check report
 - iii) in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:
 - iv) prepare a remedial plan for approval by the Buyer (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the IT Health Check report:
 - (1) how the vulnerability will be remedied;
 - (2) the date by which the vulnerability will be remedied;
 - (3) the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include a further IT Health Check) to confirm that the vulnerability has been remedied;
 - (4) comply with the Vulnerability Correction Plan; and
 - (5) conduct such further Security Tests on the Core Information Management System as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.
- d) The Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer.
- e) The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. Without prejudice to the Supplier's obligations under Paragraph 5.3, 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, and in any case no later than 10 Working Days, after completion of each Security Test.
- f) The Buyer and/or its authorised representatives shall be entitled, at any time and without giving notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the Service, the Information Management System and/or the Supplier's compliance with the Security Management Plan ("**Buyer Security Tests**"). The Buyer shall take reasonable steps to notify the Supplier prior to carrying out such Buyer

Security Test to the extent that it is reasonably practicable for it to do so taking into account the nature and purpose of the Buyer Security Test.

- g) The Buyer shall notify the Supplier of the results of such Buyer Security Tests after completion of each Buyer Security Test.
- h) The Buyer Security Tests shall be designed and implemented so as to minimise their impact on the delivery of the Services. If a Buyer Security Test causes Supplier Non-Performance, the Buyer Security Test shall be treated as an Authority Cause for the purposes of Clause 5.1 of the Core Terms, except where the root cause of the Supplier Non-Performance was a weakness or vulnerability exposed by the Buyer Security Test.
- i) Without prejudice to the provisions of Paragraph 5.3, where any Security Test carried out pursuant to this Paragraph 5 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the Core Information Management System and/or 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 Approval, the Supplier shall implement such changes to the Core Information Management System and/or 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.
- j) If the Buyer unreasonably withholds its Approval to the implementation of any changes proposed by the Supplier to the Security Management Plan in accordance with Paragraph 5.9 above, the Supplier shall not be deemed to be in breach of this Call-Off Contract to the extent it can be shown that such breach:
 - i) has arisen as a direct result of the Buyer unreasonably withholding its Approval to the implementation of such proposed changes; and
 - ii) would have been avoided had the Buyer given its Approval to the implementation of such proposed changes.
- k) For the avoidance of doubt, where a change to the Core Information Management System and/or the Security Management Plan is required to remedy non-compliance with the Risk Management Documentation, the Security Requirements and/or any obligation in this Call-Off Contract, the Supplier shall effect such change at its own cost and expense.
- l) If any repeat Security Test carried out pursuant to Paragraph 5.3 reveals an actual or potential Breach of Security or weakness exploiting the same root cause failure, such circumstance shall constitute a material Default and the Buyer may terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.

- m) The Supplier shall, by 31 March of each Financial Year during the Call-Off Contract Period, provide to the Buyer a letter from its chief executive officer (or equivalent officer) confirming that having made due and careful enquiry:
 - i) the Supplier has in the previous year carried out all tests and has in place all procedures required in relation to security matters under this Call-Off Contract; and
 - ii) the Supplier is confident that its security and risk mitigation procedures with respect to the Services remain effective.

5 Vulnerabilities and Corrective Action

- a) In addition to the requirements within Part B, the Supplier shall:
 - i) implement a mechanism for receiving, analysing and acting upon threat information supplied by NCSC, or any other competent Central Government Body;
 - ii) promptly notify NCSC of any actual or sustained attempted Breach of Security;
 - iii) ensure that the Core Information Management System is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - iv) ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the Core Information Management System by actively monitoring the threat landscape during the Call-Off Contract Period;
 - v) pro-actively scan the Core Information Management System for vulnerable components and address discovered vulnerabilities through the processes described in the Security Management Plan;
 - vi) from the date specified in the Accreditation Plan and within 5 Working Days of the end of each subsequent Month during the Call-Off Contract Period, provide the Buyer with a written report which details both patched and outstanding vulnerabilities in the Core Information Management System, the 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 and any failure to comply with the timescales set out in Part B Paragraph 5.4 for applying patches to vulnerabilities in the Core Information Management System;
 - vii) propose interim mitigation measures to vulnerabilities in the Core Information Management System known to be exploitable where a security patch is not immediately available;
 - viii) 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 Core Information Management System); and

- ix) 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 Core Information Management System and provide initial indications of possible mitigations.
- b) If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under Part B Paragraph 5.4, the Supplier shall immediately notify the Buyer.
- c) If the Supplier fails to patch vulnerabilities in the Core Information Management System in accordance with Part B Paragraph 5.3, such failure shall constitute a material Default and the Buyer may by terminate this Call-Off Contract with immediate effect by issuing a Termination Notice to the Supplier in accordance with Clause 10.4 of the Core Terms.

PART D Assurance requirements

1. This Part D sets out the Assurance arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Call-Off Contract to ensure the security of the Government Data and the Information Management System.

- b) The Supplier must comply with the Assurance arrangements in addition to the other Security Requirements as set out within Parts A and B and E of this Schedule and Appendix 1 (Security Management Plan).

13 Information Security Approval Statement

- a) The Supplier must ensure that its Implementation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Call-Off Schedule 9 (Security Requirements), including any requirements imposed on Sub-contractors from the Call-Off Start Date.
- b) The Supplier may not use the Information Management System to Process Government Data unless and until:
 - i) the Supplier has procured the conduct of an ITHC of the Supplier System by a CHECK Service Provider in accordance with Paragraph 4; and
 - ii) the Buyer has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in this Paragraph 2.
- c) The Supplier shall document in the Security Management Plan how the Supplier and its Subcontractors shall comply with the requirements set out in this Schedule and the Call-Off Contract in order to ensure the security of the Government Data and the Information Management System.
- d) The Supplier shall prepare and submit to the Buyer within 20 Working Days of the date of this Call-Off Contract, the Security Management Plan, which comprises:

- i) an Information Assurance Assessment;
 - ii) the Required Changes Register;
 - iii) the Personal Data Processing Statement; and
 - iv) the Incident Management Process.
- e) The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and, in any event within 20 Working Days of receipt and shall either issue the Supplier with:
- i) an Information Security Approval Statement, which shall confirm that the Supplier may use the Information Management System to Process Government Data; or
 - ii) a rejection notice which shall set out the Buyer's reasons for rejecting the Security Management Plan.
- f) If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier shall take the Buyer's reasons into account in the preparation of a revised Security Management Plan, which the Supplier shall submit to the Buyer for review within 10 Working Days or such other timescale as agreed with the Buyer.
- g) The Buyer may require and the Supplier shall provide the Buyer and its authorised representatives with:
- i) access to the Supplier Staff;
 - ii) access to the Information Management System to Audit the Supplier and its Subcontractors' compliance with this Call-Off Contract;
 - iii) such other information and/or documentation that the Buyer or its authorised representatives may reasonably require;
 - iv) assistance to the Buyer to establish whether the arrangements which the Supplier and its Subcontractors have implemented in order to ensure the security of the Government Data and the Information Management System are consistent with the representations in the Security Management Plan; and
 - v) the Supplier shall provide the access required by the Buyer in accordance with this Paragraph within 10 Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Buyer with the access that it requires within 24 hours of receipt of such request.

14 Compliance Reviews

- a) The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.

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- b) The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:
- i) a significant change to the components or architecture of the Information Management System;
 - ii) a new risk to the components or architecture of the Service;
 - iii) a vulnerability to the components or architecture of the Service which is classified '**Medium**', '**High**', '**Critical**' or '**Important**' in accordance with the classification methodology set out in Paragraph 5 of Part B to this Schedule;
 - iv) a change in the threat profile;
 - v) a significant change to any risk component;
 - vi) a significant change in the quantity of Personal Data held within the Service;
 - vii) a proposal to change any of the Sites from which any part of the Services are provided; and/or
 - viii) an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.
- c) Within 10 Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register the Buyer for review and Approval.
- d) Where the Supplier is required to implement a change, including any change to the Information Management System the Supplier shall effect such change at its own cost and expense.

15 Security Testing

- a) The Supplier shall, at its own cost and expense procure and conduct:
- i) testing of the Information Management System by a CHECK Service Provider ("**ITHC**"); and
 - ii) such other security tests as may be required by the Buyer; and
 - iii) the Supplier shall complete all of the above security tests before the Supplier submits the Security Management Plan to the Buyer for review in accordance with Paragraph 3; and it shall repeat the ITHC not less than once every 12 Months during the Term and submit the results of each such test to the Buyer for review in accordance with this Paragraph.

- b) In relation to each ITHC, the Supplier shall:
- i) agree with the Buyer the aim and scope of the ITHC;
 - ii) promptly, and no later than 10 Working Days, following the receipt of each ITHC report, provide the Buyer with a copy of the full report;
 - iii) in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:
 - (1) prepare a remedial plan for Approval by the Buyer (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the ITHC report:
 - (a) how the vulnerability will be remedied;
 - (b) the date by which the vulnerability will be remedied; and
 - (c) the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Buyer, include a further IT Health Check) to confirm that the vulnerability has been remedied;
 - (2) comply with the Vulnerability Correction Plan; and
 - (3) conduct such further tests on the Service as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.
- c) The Supplier shall ensure that any testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such tests shall be agreed in advance with the Buyer.
- d) If any testing conducted by or on behalf of the Supplier identifies a new risk, new threat, vulnerability or exploitation technique] that has the potential to affect the security of the Information Management System, the Supplier shall within days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Buyer with a copy of the test report and:
- i) propose interim mitigation measures to vulnerabilities in the Information System known to be exploitable where a security patch is not immediately available; and
 - ii) where and to the extent applicable, 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 Supplier System) within the timescales set out in the test report or such other timescales as may be agreed with the Buyer.

- e) The Supplier shall conduct such further tests of the Supplier System as may be required by the Buyer from time to time to demonstrate compliance with its obligations set out this Schedule and the Call-Off Contract.
- f) The Supplier shall notify the Buyer immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in Paragraph 5 of Part B to this Schedule.

Part E Certification requirements

Certification Requirements

. Supplier Requirements

- a) The Supplier shall as applicable to the Lot and the associated Security Tier, ensure, at all times during the Call-Off Contract Period, that it is certified as compliant with:
 - i) ISO/IEC 27001:2013 by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and
 - ii) Cyber Essentials or Cyber Essentials PLUS as applicable to the Lot and Security Tier of the Service, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme), and shall provide the Buyer with a copy of each such certificate of compliance before the Supplier or the relevant Subcontractor (as applicable) shall be permitted to use the Core Information Management System to receive, store or Process any Government Data.

b) Payment Card Industry Data Security Standard (PCI DSS) Compliance

- a) All Suppliers and / or Subcontractors that are a payment processor must be, and remain, appropriately certified according to the Payment Card Industry Data Security Standard requirements throughout the term of the Contract
- b) Where the Supplier and / or Subcontractor intends to accept payments, restricted to at sale only, by debit/credit card the Supplier and / or Subcontractor must have either:
 - i) been certified by a Qualified Security Assessor as being compliant with the PCI DSS version 1.1;

- ii) completed an internal self-assessment and will adhere at all times to the terms of the PCI DSS and will notify the Client promptly in writing of any changes in the Contractor's certification.
 - c) The Supplier / Subcontractor must validate compliance in the manner deemed appropriate by the card scheme industry on an annual basis and provide the Buyer with written evidence of compliance annually.
 - d) The Supplier / Subcontractor will be responsible for any costs incurred to attain and maintain compliance with PCI DSS.
 - e) The Supplier / Subcontractor must meet all PCI DSS requirements, on a continuing basis, including but not limited to any subsequent versions of the PCI DSS.
 - f) The Supplier / Subcontractor must be responsible for the security of all cardholder Data in their possession and must protect data by the card scheme industry standard on an annual basis and provide the Buyer access hosted environment and data when necessary.
 - g) The Supplier / Subcontractor must notify the Buyer and the card scheme industry immediately if it knows or suspects that there has been, or will be, a breach of the security of Cardholder Data or of the PCI DSS.
 - h) The Supplier / Subcontractor must indemnify the Buyer, its subsidiaries, affiliates, officers, employees and agents from and against all actions, demands, costs, Losses, whatsoever incurred by it or them arising out of or in connection with the Supplier's non-compliance with, or breach of, the PCI DSS or breach of Cardholder Data security.
 - i) The Supplier / Subcontractor must cease taking payments, by Debit Card / Credit Card, on behalf of the Buyer in the event that the Supplier becomes non-compliant with, or suffers a breach of, the PCI DSS or breach of Cardholder Data security.
- c) Subcontractor Requirement**
- a) Notwithstanding anything else in this Contract, a CMIS Subcontractor shall be treated for all purposes as a Key Subcontractor.
 - b) In addition to the obligations contained in Joint Schedule 6 (Key Subcontractors), the Supplier must ensure that the Key Subcontract with each CIMS Subcontractor.
 - c) contains obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under this Call-Off Schedule 9 (Security Requirements);
 - i) provides for the Buyer to perform Accreditation of any part of the Core Information Management System that the CIMS Subcontractor provides or operates which is not otherwise subject to Accreditation under this Call-Off Schedule 6 (Security Requirements).

- d) The Supplier shall ensure that each Higher Risk Subcontractor is certified as compliant, and the Supplier shall provide the Buyer with a copy of each such certificate of compliance before the Higher-Risk Subcontractor shall be permitted to receive, store or Process Government Data, with either:
 - i) ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; or
 - ii) Cyber Essentials PLUS, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme),
- e) The Supplier shall ensure that each Medium Risk Subcontractor is certified compliant with Cyber Essentials, in accordance with the requirements in Framework Schedule 9 (Cyber Essentials Scheme).
- f) The Supplier shall notify the Buyer as soon as reasonably practicable and, in any event within 2 Working Days, if the Supplier or any Subcontractor ceases to be compliant with the Certification Requirements and, on request from the Buyer, shall or shall procure that the relevant Subcontractor shall:
 - i) immediately ceases using the Government Data; and
 - ii) procure that the relevant Subcontractor promptly returns, destroys and/or erases the Government Data in accordance with Security Requirements.
- g) The Buyer may agree to exempt, in whole or part, the Supplier or any Subcontractor from the Certification Requirements. Any exemption must be in writing to be effective. The Supplier must include the exemption in the Security Management Plan.

Appendix 1

Security Management Plan Template

DRS Call-Off Schedule 9 (Appendix 1)

Security Management Plan Template



Author:

Owner:

Framework Ref: RM6226 Debt resolution Services

Project Version: v1.0

Model Version: v3.1

Call-Off Schedule 10 (Exit Management)

- **Definitions**

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

"Exclusive Assets"	1. Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables;
"Exit Information"	• has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	• the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	• the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	• the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	• those Supplier Assets used by the Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or a Key Subcontractor] for other purposes;
"Registers"	• the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	• any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Replacement Services"	<ul style="list-style-type: none"> ● any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	<ul style="list-style-type: none"> ● the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	<ul style="list-style-type: none"> ● has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	<ul style="list-style-type: none"> ● the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	<ul style="list-style-type: none"> ● Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	<ul style="list-style-type: none"> ● Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	<ul style="list-style-type: none"> ● has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	<ul style="list-style-type: none"> ● has the meaning given to it in Paragraph 8.2.3 of this Schedule.

21. Supplier must always be prepared for contract exit

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

- ii. During the Contract Period, the Supplier shall promptly:
 - i. create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - ii. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables
- ("Registers").
- iii. The Supplier shall:
 - i. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - ii. procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
 - iv. Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

22. Assisting re-competition for Deliverables

- i. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- ii. The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.
- iii. The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information

which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

- iv. The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

23. Exit Plan

- i. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- ii. The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- iii. The Exit Plan shall set out, as a minimum:
 - i. a detailed description of both the transfer and cessation processes, including a timetable;
 - ii. how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - iii. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - iv. proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - v. proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - vi. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - vii. proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - viii. proposals for the disposal of any redundant Deliverables and materials;
 - ix. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

- x. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- iv. The Supplier shall:
 - i. maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - ii. every [six (6) months] throughout the Contract Period; and
 - iii. no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - iv. as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than [ten (10) Working Days] after the date of the Termination Assistance Notice;
 - v. as soon as reasonably possible following, and in any event no later than [twenty (20) Working Days] following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - vi. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- v. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- vi. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

24. Termination Assistance

- i. The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - i. the nature of the Termination Assistance required; and
 - ii. the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- ii. The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

- i. no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
- ii. the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- iii. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- iv. In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

25. Termination Assistance Period

- i. Throughout the Termination Assistance Period the Supplier shall:
 - i. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - ii. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - iii. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - iv. subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - v. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - vi. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- ii. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

- iii. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

26. Obligations when the contract is terminated

- i. The Supplier shall comply with all of its obligations contained in the Exit Plan.
- ii. Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - i. vacate any Buyer Premises;
 - ii. remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - iii. provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
 - 1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - 2. such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- iii. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

27. Assets, Sub-contracts and Software

- i. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
 - i. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - ii. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- ii. Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
 - i. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - ii. which, if any, of:
 1. the Exclusive Assets that are not Transferable Assets; and
 2. the Non-Exclusive Assets,
the Buyer and/or the Replacement Supplier requires the continued use of; and
- iii. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"),
in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- iii. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- iv. Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

- v. Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - i. procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - ii. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- vi. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- vii. The Buyer shall:
 - i. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - ii. once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- viii. The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- ix. The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

28. No charges

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

29. Dividing the bills

- i. All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:
 - i. the amounts shall be annualised and divided by 365 to reach a daily rate;
 - ii. the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - iii. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	1. any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	17 has the meaning given to it in the Order Form;
	18
"Service Level Failure"	19 means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	20 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	21 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

- a) The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- b) The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- c) The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

- d) A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - i) the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - ii) the Service Level Failure:
 - (1) exceeds the relevant Service Level Threshold;
 - (2) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (3) results in the corruption or loss of any Government Data; and/or
 - (4) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - iii) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- e) Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - i) the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - ii) the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - iii) there is no change to the Service Credit Cap.

5 Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

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

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

Part A: Service Levels and Service Credits

1) Service Levels

If the level of performance of the Supplier:

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

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

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

30. Service Credits

- i. 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.
- ii. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

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

9. KPIs/ Service Levels

9.1 The Supplier is expected to agree to the KPI Service Levels below in Appendix A

Appendix A

Service Level reference	Service Level Capability	KPI	KPI Service Level Achieved
Service success			
SL 1 – Statutory Demand served	% of Statutory Demands where personal service is correctly effected % of Statutory Demands where sub-service is correctly effected served % of Statutory Demands where personal or sub service is correctly effected		
SL 2 – Individual Petition served	% of Individual Petitions where personal service is correctly effected % of Individual Petitions where sub-service is correctly effected served % of Individual Petitions where personal or sub service is correctly effected		
SL3 – Company Petition served	% of Company Petitions where personal service is correctly effected		

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Service Times			
SL 4 – Service of Statutory Demand	% of Statutory Demands where personal or sub-service is correctly effected within 28 days of postal or electronic receipt by the Contractor		
SL 5 – Service of Individual Petition	% of Individual Petitions where personal or sub-service is correctly effected within 21 days of postal or electronic receipt by the Contractor		
SL6 – Service of Company Petition	% of Company Petitions successfully served within 14 days of postal or electronic receipt by the Contractor		
Access to Contractor			
SL 7 – Telephone/Email and Urgent contact	HMRC will not require % management information on availability of Contractor staff during Office hours (8:30-17:00) or telephone/email response times to our caseworker enquiries but will measure response times to what we deem urgent requests, which are defined as those that must be actioned within 24 hours, for example to halt service.		
Call Reports and Witness Statements			
SL10 – Call Reports	% of accurate and complete call reports returned with the case		
SL11 – Witness Statements	% of witness statements returned with the case that do not contain errors so are		

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	acceptable to be filed by the Client with the courts in support of insolvency actions		
Management Information			
SL12 – Management Information reports	% of specific Management Information requirements (Schedule C9) reported as part of quarterly performance management information		
Invoices			
SL 13 - Invoicing	% of invoices submitted to the Client within 1 week of effective service		
Change requests			
SL 13 - Change Request Proposals	% of agreed Change Proposals returned within 10 days from acknowledgement of Change Request to the Client.		
SL 14 - Change Request Proposals for Fast Track Changes	% of Change of Proposals via Fast track route returned within 3 days of acknowledgement to Change Request from the Client		

Part B: Performance Monitoring

31. Performance Monitoring and Performance Review

- i. 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.
- ii. The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - i. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - ii. a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - iii. details of any Critical Service Level Failures;
 - iv. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - v. 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
 - vi. such other details as the Buyer may reasonably require from time to time.
- iii. 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:
 - i. 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;
 - ii. be attended by the Supplier's Representative and the Buyer's Representative; and
 - iii. 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.

- iv. 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.
- v. 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.

32. Satisfaction Surveys

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

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

Definitions

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

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

Project Management

The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

Role of the Supplier Contract Manager

The Supplier's Contract Manager's shall be:

the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

able to cancel any delegation and recommence the position himself; and

replaced only after the Buyer has received notification of the proposed change.

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

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

Role of the Operational Board

The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

Contract Risk Management

Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.

The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
the identification and management of risks;

the identification and management of issues; and

monitoring and controlling project plans.

The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

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Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Specification

Process Servers

Background

1.1 HM Revenue & Customs (HMRC) is a non-ministerial Government department which was formed in 2005 from the merger of the Inland Revenue and HM Customs & Excise. HMRC is the Contracting Authority (the Authority) and will retain overall authority for the Agreement.

Further information about HMRC can be found at <http://www.hmrc.gov.uk/>

1.2 HMRC has a responsibility for the collection of direct and indirect taxes. Part of that responsibility includes the initiation of Insolvency actions through Bankruptcy or Winding Up proceedings which will involve service of associated documentation on debtors/Companies.

1.3 Any contract will be awarded under the terms of CCS framework RM6226 Debt Resolution Services Lot 14: Process Servers supplemented as necessary by HMRC Mandatory Terms.

1.4 The contract will be awarded for 36 months with a further option to extend for an additional 12 months.

1.5 The award of this Contract does not guarantee volumes that will be commissioned through it.

2 Overview of requirements

2.1 HMRC will require the Supplier to serve a variety of documents on individuals and businesses. This will include but is not limited to;

- Statutory Demands – the Supplier shall serve on individuals and partnerships
- Bankruptcy petitions may be filed in the High/County Court when a statutory demand is unpaid and the Supplier then shall also serve this on the individual if directed by HMRC
- Winding Up Petitions (Partnerships) - when a Statutory Demand is unpaid, the Supplier shall serve on partnerships if directed by HMRC.
- Winding Up Petitions (Companies) When a formal demand letter has been posted and remains unpaid, the Supplier shall serve a Winding Up Petition on a company if directed by HMRC

2.2 These actions will cover all individuals and businesses in England and Wales, and potentially Northern Ireland, during the contract term, plus occasionally overseas (Out of Jurisdiction) The Supplier will be required to cover service in all areas.

2.3 The enforcement power enabling HMRC to take proceedings is the Insolvency Act 1986.

2.4 The Authority reserves the right to replace any underperforming Suppliers in line with Call Off Schedule 14 (Service Levels) by direct award or mini-competition, throughout the terms of the call-off agreement.

2.5 It is acknowledged by the Supplier that the Authority requires continuous improvement in the performance and delivery of the Services.

2.6 HMRC expect volumes of work to be roughly 10,000 letters per year however HMRC cannot guarantee any volumes.

2.6 Suppliers must be able to continually demonstrate the required national and regional capacity and capability to deliver the Authority's requirements.

2.7 The Supplier must be able to operate the Agreement in a sufficiently flexible manner to allow adjustment to the volumes of work transferred throughout the year taking account of operational/financial impacts and constraints

2.8 HMRC intends to appoint a single 'Process Server' Contractor to provide our service requirement's nationwide. The Supplier will be expected to demonstrate they have a network of quality sub-Suppliers in place, in the event that they do not have capacity to cover all requirements directly from their own office network.

2.9 Notices are issued by HMRC, potentially from multiple office locations, to which notices will be required to be returned to. The Supplier must be able to receive and process notices daily, the actual frequency will be specified by HMRC within their Call-Off agreement. Locations could change over the duration of this service requirement.

2.10 Notices may from time to time be required to be served on debtors with a history of physical violence. When aware of such a history, HMRC will wherever possible notify the Supplier within the case documents. However, in view of the risk arising in connection with both debtors with and without a history of such behaviour, HMRC requires that all Suppliers and Sub-Suppliers involved in the service of notices on its behalf have in place:

- Robust procedures to minimise the risk of violence and injury to persons and property; and
- Suitable levels of insurance commensurate with the nature of the work and the attendant risks.

2.11 It may occasionally in exceptional non-standard cases be necessary for a process server to attend court as a witness. Practice Direction 34A supplementing CPR Part 34 covers witness summonses by court. HMRC will reimburse any travel costs, and subsistence claims, which are in compliance with HMRC's Travel & Subsistence policy as stipulated within a HMRC's Call-Off agreement, and supported with valid receipts. These costs shall require separate invoicing and prior agreement with HMRC.

2.12 The Supplier shall be available to be contacted at their office(s) a minimum of 9am-5pm Monday to Friday, with telephone and email access, and on an exceptional basis require an out of hour's service.

2.13 Statutory Demands, bankruptcy petitions and winding up petitions have service deadlines but from time to time HMRCs will expect urgent/priority service cases to be actioned at short notice, in some instances within 24 hours of receipt by the Supplier.

2.14 HMRC requires all legal documents to be served in accordance with the Civil Procedure Rules-Practice Directions- Insolvency Proceedings issued by the Ministry of Justice. [PRACTICE DIRECTION – INSOLVENCY PROCEEDINGS - Civil Procedure Rules \(justice.gov.uk\)](#)

2.15 A Contractor will be required to carry out comprehensive quality checks to ensure documents are served correctly, and that witness statements are correct and accurate.

2.16 Any undetected error which invalidates service could lead to delays in Insolvency action or even the dismissal of a petition and costs being paid by HMRC, so any Contractor errors in completion of documents need to be identified and corrected prior to return of the documents to the relevant HMRC office.

Part B Technical Requirements

3. Service Availability - Document Receipt/Handling and communications

1. HMRC will issue documents to the Supplier via a variety of means including but not limited to;
 - Secure electronic mail
 - SFTP
 - secure messaging systems
 - secure track and trace delivery service.
 - Supplier's Digital platform/portal
2. Suppliers must be capable of receiving documents in any hard copy or digital format as required by HMRC.
3. HMRCs will usually allocate a unique reference number to each case issued to the Supplier. The Supplier must use this reference number to ensure a consistent audit trail is available within the Supplier's case management system
2. Documents will be issued from multiple sites and as such there will be various fluctuations during the course of a year which a supplier will need to have the capability to handle.
5. The flow of petitions is impacted by the Courts and these cases must take priority over Statutory Demands as late service can have implications on court procedure/hearings, creating unnecessary delay and additional cost for HMRC.
6. HMRC must be consulted immediately if;

- there are any doubts regarding the service of the document
- advice is required on a case
- exceptionally, and only upon request, HMRC's may consider and agree an extension of time to serve a document, but will monitor these exceptions against agreed contract KPIs and in the case of Petitions will be dependent on application by HMRC's to the Court
- any request must be made by via the method of contact agreed with HMRC and take account of relevant agreed service level time limits

4. **General Service of Statutory Demands and Bankruptcy Petitions**

1. The Supplier will be required to deploy a wide range of skills in managing and executing service of a large volume of documents to specific deadlines, providing high quality witness statements, including for submission at Court, and elements of tracing services.

2. There will be a wide variance in service types, ranging from straight forward personal service to occasional subservice overseas or priority cases with specific service instructions.

3. Petitions will take priority over Statutory Demands and must meet the requirements of the Court where sub-service is required.

4. The Supplier must ensure that the service, including the service provision by sub-Suppliers or agents, is provided in compliance with applicable industry best practice and/or standards.

2. **Personal Service and Sub-Service**

2. HMRC (and the Court) requires an attempt at personal service of a Statutory Demand/Bankruptcy Petition on all cases at each address provided by HMRC, so an attendance in person must be made to each address provided by HMRC.

2. Where personal service is possible, confirmation of identity of the individual must be obtained and evidenced within a witness statement.

3. Where personal service is not possible then sub-service as per Practice Directions- Insolvency Proceedings will apply.

4. Service of Company and Partnership Winding-Up Petitions must comply with the requirements of the Insolvency Act 1986.

6. **Tracing**

2. In some cases, an individual might no longer be at the address provided by HMRC. In these circumstances the Supplier will be required to attempt to trace the individual before a case is returned.

2. Where an individual cannot be traced or service is unsuccessful, papers must be returned to HMRC with comprehensive call reports and reason for failure

7. Case Management System

1. The Supplier shall operate and maintain a digital case management system which the Supplier shall use to, at a minimum:

- receive and send data in accordance with any the Authority's defined interface specification (including via APIs / interfaces)
 - record all action undertaken in relation to each document issued to the Supplier; and
 - record all notifications, instructions, guidance, or Correspondence relating to each document for service, to made available to HMRC to review and audit all activity.
-
- enable HMRC to view all activity and correspondence relating to all cases
 - provide individual case and summary management information as per HMRC's requirements

2. The Supplier shall provide all hardware, software and maintenance required to meet the interface requirements necessary for the provision of the Services.

3. The HMRC will expect the Supplier and HMRC to use the digital case management system for Service Delivery

4. HMRC understand there may be small implementation period as the digital case management system will need to meet HMRC's minimum security requirements.

8. Invoicing / Charges

- 8.1 To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Authority and shall:

8.1.1 register for the electronic transaction system in accordance with the instructions of the Authority;

8.1.2 allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system;

8.1.3 designate a Supplier representative as the first point of contact with the Authority for system issues; and

8.1.4 provide such data to the Authority as the Authority reasonably deems necessary for the operation of the system including, but not limited to, electronic catalogue information.

8.2 The Authority has implemented its electronic transaction system (myBUY). Each invoice and any Supporting Documentation required to be submitted as directed by the Authority via myBUY

8.3 The Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:

8.3.1 the Supplier does so at its own risk; and

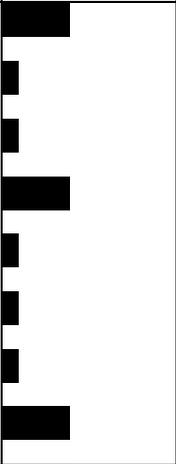
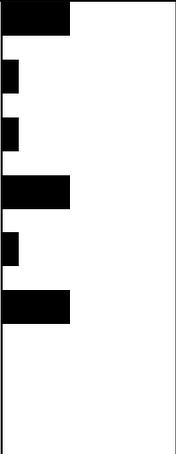
8.3.2 the Authority shall not be obliged to pay the Charges without a valid Purchase Order Number having been provided to the Supplier.

8.4 All invoices must quote a valid HMRC Purchase Order number, which will be provided.

10. **KPIs/ Service Levels**

9.1 The Supplier is expected to agree to the KPI Service Levels below in Appendix A

Appendix A

Service Level reference	Service Level Capability	Target Service Level	KPI Service Level Achieved
Service success			
SL 1 – Statutory Demand served	% of Statutory Demands where personal service is correctly effected % of Statutory Demands where sub-service is correctly effected served % of Statutory Demands where personal or sub service is correctly effected		
SL 2 – Individual Petition served	% of Individual Petitions where personal service is correctly effected % of Individual Petitions where sub-service is correctly effected served % of Individual Petitions where personal or sub service is correctly effected		
SL3 – Company Petition served	% of Company Petitions where personal service is correctly effected		
Service Times			

SL 4 – Service of Statutory Demand	% of Statutory Demands where personal or sub-service is correctly effected within 28 days of postal or electronic receipt by the Contractor	██████████ ██████████ ██████████	
SL 5 – Service of Individual Petition	% of Individual Petitions where personal or sub-service is correctly effected within 21 days of postal or electronic receipt by the Contractor	██████████	
SL6 – Service of Company Petition	% of Company Petitions successfully served within 14 days of postal or electronic receipt by the Contractor	██████████	
Access to Contractor		██████████	
SL 7 – Telephone/Email and Urgent contact	HMRC will not require % management information on availability of Contractor staff during Office hours (8:30-17:00) or telephone/email response times to our caseworker enquiries but will measure response times to what we deem urgent requests, which are defined as those that must be actioned within 24 hours, for example to halt service.	██████████	
Call Reports and Witness Statements		██████████	
SL10 – Call Reports	% of accurate and complete call reports returned with the case	██████████ ██████████ ██████████ ██████████	
SL11 – Witness Statements	% of witness statements returned with the case that do not contain errors so are acceptable to be filed by the Client with the courts in support of insolvency actions	██████████	
Management Information		██████████	

SL12 – Management Information reports	% of specific Management Information requirements (Schedule C9) reported as part of quarterly performance management information		
Invoices			
SL 13 - Invoicing	% of invoices submitted to the Client within 1 week of effective service		
Change requests			
SL 13 - Change Request Proposals	% of agreed Change Proposals returned within 10 days from acknowledgement of Change Request to the Client.		
SL 14 - Change Request Proposals for Fast Track Changes	% of Change of Proposals via Fast track route returned within 3 days of acknowledgement to Change Request from the Client		

2. Management Information

10.1 The Supplier is expected to provide the following monthly management information to HMRC:

- % levels of personal service
- % levels of sub-service
- % levels of overall service success
- % levels of service timescales
- % levels of quality of returned call reports/witness statements
- % levels of management information provided
- % levels of agreed change requests implemented
- % levels of invoices issued electronically to HMRC within 7 days of effective service

11. Social Value

11.1 As of 01st January 2021 the Social Value Model is applied to all procurements. The Social Value Model can be found here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/921437/PP-N-06_20-Taking-Account-of-Social-Value-in-the-Award-of-Central-Government-Contracts.pdf

11.2 The Social Value questions require the Supplier to demonstrate what they will do to meet the Social Value Criteria within this contract rather than their company policy.

11.3 The Social Value criteria that will be assessed during this procurement are: • Wellbeing – Policy Outcomes: Improve Health and Wellbeing:

- MAC 7.1: Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.
- MAC 7.2: Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health.

12. Scoring Criteria

12.1 The procurement will have the following weightings:

Questionnaire:	Percentage Weighting (100%):
Social, Environmental and Innovative Characteristics	2
Technical Quality	45
Security	5
Management Activity	3
Social Value	10
Price - Fee - successful personal or sub service of Statutory Demand and Individual Petition	18
Price – Fee - successful service of a Company Petition	13
Price – Fee - successful personal or sub service on a Partnership at the same address	4

12.2 Further information regarding how HMRC evaluate and moderate your scores can be found in the Tendering Instructions attached within the event.

12.3 Bidders are advised to read the Tendering Instructions in full as it provides instructions regarding cross reference, attachments, word counts etc.

13. Contract Terms

13.1 The Supplier is expected to agree to the draft contract attached in the event, including the HMRC's Mandatory Clauses.

13.2 Bidders are to note that any requested modifications to the Contracting Authority Terms and Conditions on the grounds of statutory and legal matters only, shall be raised as a formal clarification during the permitted clarification period.

14. Accessibility

14.1 HMRC legally required to ensure all digital services and products purchased and/or operated by HMRC meet [public sector accessibility regulations](#). This includes ensuring any relevant product or service being delivered through a web browser or mobile application complies with the [WCAG 2.1 AA](#) standard. More information can be found at [Understanding WCAG 2.1 - Service Manual - GOV.UK \(www.gov.uk\)](#)

14.2 It is therefore required that any product or service proposed by a Supplier that is delivered through a website or mobile application and will be used by HMRC service users (e.g. HMRC staff or customers), be assessed for compliance with the public sector accessibility regulations. This is done by completing the accessibility question within the event.

14.3 Failure to pass the minimum accessibility requirements may lead to your submission being excluded from the award stage.

15. Timeline

15.1 The timeline is outlined below, however HMRC cannot guarantee timelines remain the same throughout the procurement. HMRC will inform any bidders of any changes.

Activity	Date
Competition Begins	25/04/2022
Clarification Questions	25/04/22 - 09/05/22 13:00
Final Clarifications Answered	10/05/2022 17:00
Competition ends	17/05/2022 12:00
Contract Award	06/06/2022
Contract Signature	09/06/2022

16. Pricing

16.1 The Supplier will be required to provide 3 different costs within the bid section. All costings provided within the tender process will be the final price agreed and there will be no opportunity to directly negotiate prices, so it is important that a competitive price is submitted.

16.2 HMRC reserve the right to clarify costs in detail if required.

16.3 The cost model for this tender, will only allow HMRC to be charged for and pay for successful delivery of documents only.

16.4 Unsuccessful delivery of document will be returned to HMRC. These will need to be itemised on invoices as £0.00.

16.5 HMRC fully acknowledges that unsuccessful attempts to serve documents attract costs, and that where sub-agents are employed, they must be paid, irrespective of whether successful service is affected.

HMRC therefore acknowledges that the standard successful service pricing, based on Client volumes and submitted by tenderers in the bid, must allow for those unsuccessful service costs.

16.6 Given the volumes of documents HMRC will issue, this will be for the successful bidder to manage across the national service requirement.

Bidders should carefully assess the service level requirements of the Client before submitting pricing, as a detailed cost analysis of bids will be carried out.

16.7 To provide a detailed explanation of your proposed costs and potentially eliminate the need for clarification you may attach a word document to this section.



Special Terms 1

AUTHORITY'S MANDATORY TERMS

- A. For the avoidance of doubt, references to 'the Agreement' mean the attached Call-Off Contract between the Supplier and the Authority. References to 'the Authority' mean 'the Buyer' (the Commissioners for Her Majesty's Revenue and Customs).
- B. The Agreement incorporates the Authority's mandatory terms set out in this Schedule Special Terms 1.
- C. In case of any ambiguity or conflict, the Authority's mandatory terms in this Schedule Special Terms 1 will supersede any other terms in the Agreement.
- D. For the avoidance of doubt, the relevant definitions for the purposes of the defined terms set out in the Authority's mandatory terms in this Schedule Special Terms 1 are the definitions set out at Clause 1 of this Schedule Special Terms 1.

1. Definitions

- "Affiliate"** in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
- "Authority Data"** (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
- (i) supplied to the Supplier by or on behalf of the Authority; and/or
 - (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
- (b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;
- "Charges"** the charges for the Services as specified in Call-Off Schedule 5 Pricing.
- "Connected Company"** means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;
- "Control"** the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;

“Controller”, “Processor”, “Data Subject”,	take the meaning given in the UK GDPR;
“Data Protection Legislation”	(a) "the data protection legislation" as defined in section 3(9) of the Data Protection Act 2018; and; (b) all applicable Law about the processing of personal data and privacy;
“Key Subcontractor”	any Subcontractor: (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;
“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Personal Data”	has the meaning given in the UK GDPR;
“Purchase Order Number”	the Authority’s unique number relating to the supply of the Services;
“Services”	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
“Subcontract”	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
“Subcontractor”	any third party with whom: (a) the Supplier enters into a Subcontract; or (b) a third party under (a) above enters into a Subcontract, or the servants or agents of that third party;
“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;

“Supporting Documentation”	sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;
“Tax”	<p>(b) all forms of tax whether direct or indirect;</p> <p>(c) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>(d) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>(e) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
“Tax Non-Compliance”	<p>where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1, where:</p> <p>(a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause 4.3; and</p> <p>(b) any “Essential Subcontractor” means any Key Subcontractor;</p>
“UK GDPR”	the UK General Data Protection Regulation, the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
“VAT”	value added tax as provided for in the Value Added Tax Act 1994.

2. Payment and Recovery of Sums Due

- 2.1** The Supplier shall invoice the Authority as specified within the Call-Off Schedule 20 of the Agreement. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:
- 2.1.1 the Supplier does so at its own risk; and**
- 2.1.2 the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.**
- 2.2** Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement shall be submitted by the Supplier, as directed by the Authority from time to time via the Authority’s electronic transaction system.
- 2.3** If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

3. Warranties

3.1 The Supplier represents and warrants that:

- 3.1.1** in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established;
- 3.1.2** it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and
- 3.1.3** no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the Effective Date.

3.2 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 3.1.1, 3.1.2 and/or 3.1.3 has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.

3.3 In the event that the warranty given by the Supplier pursuant to Clause 3.1.2 is materially untrue, the Authority shall be entitled to terminate the Agreement pursuant to the Call-Off clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

4. Promoting Tax Compliance

4.1 All amounts stated are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.

4.2 To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.

4.3 The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.

4.4 If, at any point during the Term, there is Tax Non-Compliance, the Supplier shall:

- 4.4.1** notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
- 4.4.2** promptly provide to the Authority:
 - (a)** details of the steps which the Supplier is taking to resolve the Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (b)** such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.

4.5 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 4.5 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.

4.6 Upon the Authority's request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.

4.7 If the Supplier:

- 4.7.1** fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with Clauses 4.2, 4.4.1 and/or 4.6 this may be a material breach of the Agreement;
- 4.7.2** fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with a reasonable request by the Authority that it must not contract, or must cease to

contract, with any agent, supplier or Subcontractor of the Supplier as required by Clause 4.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in Tax Non-Compliance this shall be a material breach of the Agreement; and/or

- 4.7.3** fails to provide details of steps being taken and mitigating factors pursuant to Clause 4.4.2 which in the reasonable opinion of the Authority are acceptable this shall be a material breach of the Agreement;

and any such material breach shall allow the Authority to terminate the Agreement pursuant to the Call-Off Clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

- 4.8** The Authority may internally share any information which it receives under Clauses 4.3 to 4.4 (inclusive) and 4.6, for the purpose of the collection and management of revenue for which the Authority is responsible.

5. Use of Off-shore Tax Structures

- 5.1** Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract ("**Prohibited Transactions**"). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business.
- 5.2** The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.
- 5.3** In the event of a Prohibited Transaction being entered into in breach of Clause 5.1 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses 5.1 and 5.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement.
- 5.4** Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses 5.2 and 5.3 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

6 Data Protection and off-shoring

- 6.1** The parties agree that the Supplier shall, whether it is the Controller or Processor, in relation to any Personal Data processed in connection with its obligations under the Agreement:
- 6.1.1** not process or permit to be processed Personal Data outside of the United Kingdom unless the prior explicit written consent of the Authority has been obtained and the following conditions are fulfilled:

- (a) the Supplier or any applicable Processor has provided appropriate safeguards in relation to any transfer of the Personal Data (whether in accordance with UK GDPR Article 46 or, where relevant, section 75 of the Data Protection Act 2018) as determined by either the Authority or the Supplier when it is the Controller;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Supplier or any applicable Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is processed (or, if it is not so bound, uses its best endeavours to assist either the Authority or the Supplier when it is the Controller in meeting its obligations); and
- (d) the Supplier or any applicable Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

6.2 Failure by the Supplier to comply with the obligations set out in Clause 6.1 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

7 Commissioners for Revenue and Customs Act 2005 and related Legislation

- 7.1** The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ('CRCA') to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.
- 7.2** The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.
- 7.3** The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Authority Data in writing of the obligations upon Supplier Personnel set out in Clause 7.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.
- 7.4** The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.
- 7.5** In the event that the Supplier or the Supplier Personnel fail to comply with this Clause 7, the Authority reserves the right to terminate the Agreement with immediate effect pursuant to the clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

Annex 1

Excerpt from HMRC's "Test for Tax Non-Compliance"

Condition one (An in-scope entity or person)

1. There is a person or entity which is either: ("X")
 - 1) The Economic Operator or Essential Subcontractor (EOS)
 - 2) Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts*⁶;
 - 3) Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.

Condition two (Arrangements involving evasion, abuse or tax avoidance)

2. X has been engaged in one or more of the following:
 - a. Fraudulent evasion⁷;
 - b. Conduct caught by the General Anti-Abuse Rule⁸;
 - c. Conduct caught by the Halifax Abuse principle⁹;
 - d. Entered into arrangements caught by a DOTAS or VADR scheme¹⁰;
 - e. Conduct caught by a recognised 'anti-avoidance rule'¹¹ being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not affected for commercial purposes. 'Targeted Anti-Avoidance Rules' (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
 - f. Entered into an avoidance scheme identified by HMRC's published Spotlights list¹²;
 - g. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))

3. X's activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:
 1. In respect of (a), either X:
 1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure¹³; or,
 2. Has been charged with an offence of fraudulent evasion.

⁶ <https://www.iasplus.com/en/standards/ifrs/ifrs10>

⁷ 'Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act.

⁸ "General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions

⁹ "Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others

¹⁰ A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

¹¹ The full definition of 'Anti-avoidance rule' can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly.

¹² Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>

¹³ The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.

2. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
3. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
4. In respect of (f) this condition is satisfied without any further steps being taken.
5. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

Annex 2 Form

CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: [for Supplier to insert Contract reference number and contract date] ('the Agreement')

DECLARATION:

I solemnly declare that:

2. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Authority Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
3. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Authority Data provided to me.

SIGNED:
FULL NAME:
POSITION:
COMPANY:
DATE OF SIGNATURE:



Crown
Commercial
Service

Core Terms

Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

How the contract works

The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);

create new Call-Off Schedules;

exclude optional template Call-Off Schedules; and/or

use Special Terms in the Order Form to add or change terms.

Each Call-Off Contract:

is a separate Contract from the Framework Contract;

is between a Supplier and a Buyer;

includes Core Terms, Schedules and any other changes or items in the completed Order Form; and

survives the termination of the Framework Contract.

Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.

The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

verify the accuracy of the Due Diligence Information; or
properly perform its own adequate checks.

CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

What needs to be delivered

All deliverables

The Supplier must provide Deliverables:

that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);

to a professional standard;

using reasonable skill and care;

using Good Industry Practice;

using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;

on the dates agreed; and

that comply with Law.

The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

Goods clauses

All Goods delivered must be new, or as new if recycled, unused and of recent origin.

All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

The rights and remedies under this Framework Agreement may be waived in writing in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Framework Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise thereof.

Unless otherwise provided in this Framework Agreement, rights and remedies under this Framework Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

Services clauses

Late Delivery of the Services will be a Default of a Call-Off Contract.

The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

Pricing and payments

In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

All Charges and the Management Charge:

exclude VAT, which is payable on provision of a valid VAT invoice; and

include all costs connected with the Supply of Deliverables.

The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order

Form.

A Supplier invoice is only valid if it:

includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;

includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and

does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

The buyer's obligations to the supplier

If Supplier Non-Performance arises from an Authority Cause:

neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;

the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;

the Supplier is entitled to additional time needed to make the Delivery; and

the Supplier cannot suspend the ongoing supply of Deliverables.

Clause 5.1 only applies if the Supplier:

gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;

demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and

mitigated the impact of the Authority Cause.

Record keeping and reporting

The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

during the Contract Period;

for 7 years after the End Date; and

in accordance with UK GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

The Relevant Authority or an Auditor can Audit the Supplier.

During an Audit, the Supplier must:

allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and

provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons;
- propose corrective action; and
- provide a deadline for completing the corrective action.

The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- the methodology of the review;
- the sampling techniques applied;
- details of any issues; and
- any remedial action taken.

The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

Supplier staff

The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified;
- be vetted using Good Industry Practice and the Security Policy; and
- comply with all conduct requirements when on the Buyer's Premises.

Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

Rights and protection

The Supplier warrants and represents that:

it has full capacity and authority to enter into and to perform each Contract;

each Contract is executed by its authorised representative;

it is a legally valid and existing organisation incorporated in the place it was formed;

there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;

it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;

it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;

it is not impacted by an Insolvency Event; and

it will comply with each Call-Off Contract.

The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

The Supplier indemnifies both CCS and every Buyer against each of the following:

wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and

non-payment by the Supplier of any Tax or National Insurance.

All claims indemnified under this Contract must use Clause 26.

The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

Intellectual Property Rights (IPRs)

Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

receive and use the Deliverables; and

make use of the deliverables provided by a Replacement Supplier.

Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR;
or

replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

Ending the contract or any subcontract

Contract Period

The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

Ending the contract without a reason

CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.

Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 30 days' written notice.

Rectification plan process

If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 days .

When the Relevant Authority receives a requested Rectification Plan it can either:

reject the Rectification Plan or revised Rectification Plan, giving reasons; or

accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

must give reasonable grounds for its decision; and

may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

When CCS or the buyer can end a contract

If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

there is a Supplier Insolvency Event;

there is a Default that is not corrected in line with an accepted Rectification Plan;

the Supplier does not provide a Rectification Plan within 10 days of the request;

there is any material Default of the Contract;

there is any material Default of any Joint Controller Agreement relating to any Contract;

there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;

there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);

there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;

if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or

the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

the Relevant Authority rejects a Rectification Plan;

there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);

if there is a declaration of ineffectiveness in respect of any Variation; or

the events in 73 (1) (a) of the Regulations happen.

When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

What happens if the contract ends

Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

The Buyer's payment obligations under the terminated Contract stop immediately.

Accumulated rights of the Parties are not affected.

The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.

The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.

The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and

the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

Partially ending and suspending the contract

Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

reject the Variation; or

increase the Charges, except where the right to partial termination is under Clause 10.2.

The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;

the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or

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a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

How much you can be held responsible for

Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

No Party is liable to the other for:

any indirect Losses; or

Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

any liability that cannot be excluded or limited by Law;

its obligation to pay the required Management Charge or Default Management Charge.

In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

Deductions; and

any items specified in Clauses 11.5 or 11.6.

If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

Obeying the law

The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

Data protection

The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

The Supplier must not remove any ownership or security notices in or relating to the Government Data.

The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

restore the Government Data itself or using a third party.

The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

The Supplier:

must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;

must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;

securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and

indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

What you must keep confidential

Each Party must:

keep all Confidential Information it receives confidential and secure;

except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and

immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

if the information was given to it by a third party without obligation of confidentiality;

if the information was in the public domain at the time of the disclosure;

if the information was independently developed without access to the Disclosing Party's Confidential Information;

on a confidential basis, to its auditors;

on a confidential basis, to its professional advisers on a need-to-know basis; or

to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;

on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;

if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

where requested by Parliament; or

under Clauses 4.7 and 16.

For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

Transparency Information is not Confidential Information.

The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

When you can share information

The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

publish the Transparency Information;

comply with any Freedom of Information Act (FOIA) request; and/or

comply with any Environmental Information Regulations (EIR) request.

The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

Circumstances beyond your control

Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

provides a Force Majeure Notice to the other Party; and

uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

Transferring responsibilities

The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

their name;

the scope of their appointment; and

the duration of their appointment.

Changing the contract

Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

The Supplier must provide an Impact Assessment either:

with the Variation Form, where the Supplier requests the Variation; or

within the time limits included in a Variation Form requested by CCS or the Buyer.

If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

agree that the Contract continues without the Variation; or

terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or

refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

CCS and the Buyer are not required to accept a Variation request made by the Supplier.

If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

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that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
of how it has affected the Supplier's costs.

Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

How to communicate about the contract

All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

Dealing with claims

If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

At the Indemnifier's cost the Beneficiary must both:

allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
give the Indemnifier reasonable assistance with the claim if requested.

The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or

the amount the Indemnifier paid the Beneficiary for the Claim.

Preventing fraud, bribery and corruption

The Supplier must not during any Contract Period:

commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or

do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

The Supplier must during the Contract Period:

create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;

keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and

if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

been investigated or prosecuted for an alleged Prohibited Act;

been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

received a request or demand for any undue financial or other advantage of any kind related to a Contract; or

suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

In any notice the Supplier gives under Clause 27.3 it must specify the:

Prohibited Act;

identity of the Party who it thinks has committed the Prohibited Act; and

action it has decided to take.

Equality, diversity and human rights

The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

Health and safety

The Supplier must perform its obligations meeting the requirements of:

all applicable Law regarding health and safety; and

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the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

Environment

When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

Tax

The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and

indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and

the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

Conflict of interest

The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

Reporting a breach of the contract

As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

Law;

Clause 12.1; or

Clauses 27 to 32.

The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

Resolving disputes

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If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute;
- grant interim remedies; and/or
- grant any other provisional or protective relief.

The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

The Supplier cannot suspend the performance of a Contract during any Dispute.

Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.