

## CALL-OFF CONTRACT

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## OFFICIAL SUBJECT TO CONTRACT

This Call-Off Order Form is entered into between the Customer and the Supplier (as detailed below) on [1 December 2021] ("**Call-Off Effective Date**")

### 1. BACKGROUND

- (A) On 11 June 2020 the Secretary of State for Justice (the "**Authority**") advertised in the Official Journal of the European Union (OJEU reference [2020/S 114-277986]), inviting prospective suppliers to submit proposals for the supply of rehabilitation and resettlement services.
- (B) Following receipt of an SQ Response, the Authority entered into a dynamic framework agreement dated 20<sup>th</sup> August 2020 (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
- (C) In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
- (D) The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.

### 2. IT IS AGREED AS FOLLOWS

- 2.1 This Call-Off Order Form shall incorporate the terms of the Framework Agreement save as amended herein and together shall constitute the Call-Off Contract.
- 2.2 The rules of interpretation and the defined terms as set out in Clause 1 of the Framework Agreement shall apply mutatis mutandis to this Call-Off Contract (unless otherwise stated).
- 2.3 This Call-Off Contract shall come into force on the Call-Off Effective Date and, unless terminated at an earlier date by operation of Law or otherwise in accordance with its terms, terminate on the Call-Off Expiry Date (the "**Call-Off Term**").
- 2.4 The Supplier acknowledges that it has advised the Customer in writing of:-
  - 2.4.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
  - 2.4.2 the actions needed to remedy each such unsuitable aspect; and
  - 2.4.3 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,and such actions, timetable and costs are fully reflected in this Call-Off Contract, including the Services Description and/or Customer Responsibilities as applicable.
- 2.5 The Supplier shall not be excused from the performance of any of its obligations under this Call-Off Contract on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any unsuitable aspects of the Operating Environment.
- 2.6 The Supplier represents and warrants that the Financial Model is a true and accurate reflection of the Costs and Charges by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model.

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### 3. CALL-OFF CONTRACT PARTICULARS

1.	<b>The Customer</b>	The Secretary of State for Justice of 102 Petty France, London, SW1H 9AJ																													
2.	<b>Supplier</b>	<div> <div>Name:</div> <div>St Giles Wise Limited</div> </div> <div> <div>Registered address:</div> <div>Studio 64, Sir James Clark Building, Abbey Mill Business Centre, Seedhill, Paisley, PA1 1TJ</div> </div> <div> <div>Registered number:</div> <div>SC674514</div> </div>																													
3.	<b>Call-Off Commencement Date</b>	1 <sup>st</sup> February 2022																													
4.	<b>Call-Off Expiry Date</b>	31 <sup>st</sup> January 2025																													
5.	<b>Customer Representative (Clause 13.6.2)</b>	[REDACTED]																													
6.	<b>Supplier Representative (Clause 13.6.2)</b>	[REDACTED]																													
7.	<b>Services</b>	For the Purposes of this Call-Off Contract the Call-Off Services Description shall be as setout in Schedule 2.1 (Call-Off Services Description) and the Supplier Solution shall be as setout in Schedule 4.1 (Call-Off Supplier Solution).																													
8.	<b>Relevant terms</b>	<p>In this Call-Off Contract the following provisions of the Framework Agreement shall be deemed to apply or be disapplied (as set out below) and where such term is disapplied and shall not apply to this Call-Off Contract:</p> <table border="1"> <thead> <tr> <th>Framework Agreement Clause number</th><th>Applies</th><th>Disapplies</th><th>Consequence</th></tr> </thead> <tbody> <tr> <td>9 (Implementation)</td><td>Applies</td><td></td><td>If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply</td></tr> <tr> <td>10 (Performance Indicators)</td><td>Applies</td><td></td><td>If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply</td></tr> <tr> <td>16.7 to 16.10 (KeyPersonnel)</td><td>Applies</td><td></td><td>If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply</td></tr> <tr> <td>32 (Remediation PlanProcess)</td><td>Applies</td><td></td><td></td></tr> <tr> <td>33 (Delay Payments)</td><td>Applies</td><td></td><td></td></tr> <tr> <td>35 (Step-In)</td><td>Applies</td><td></td><td></td></tr> </tbody> </table>		Framework Agreement Clause number	Applies	Disapplies	Consequence	9 (Implementation)	Applies		If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply	10 (Performance Indicators)	Applies		If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply	16.7 to 16.10 (KeyPersonnel)	Applies		If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply	32 (Remediation PlanProcess)	Applies			33 (Delay Payments)	Applies			35 (Step-In)	Applies		
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		Rights)			
		Schedule 7.2 (Payments on Termination)	Applies		
9.	Tiering	This Call-Off Contract shall be deemed to be the relevant tiering level as set out below for each relevant provision or Schedule referenced and the terms of this Call-Off Contract shall be applied accordingly.			
		Provision	Tier One	Tier Two	Tier Three
		Schedule 7.4 (Financial Distress)		x	
		Schedule 7.5 (Reports, Records and Audit Rights)		x	
		Schedule 8.1 (Governance)		x	
		Schedule 8.2 (Change Control)		x	
		Schedule 8.5 (Exit Management)		x	
		Schedule 12 -Guarantee Tier One and Tier Two require(if parent) and Tier Three (right to request)		x	
10.	Charges	The provisions of Schedule 7.1 (Call-Off Charges and Invoicing) shall apply to this Call-Off Contract and includes the Financial Model.			
11.	Customer Responsibilities	The responsibilities of the Customer set out in Schedule 3 (Call-Off Customer Responsibilities) shall constitute Customer Responsibilities under this Call-Off Contract.			
12.	Standards	For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be S1.			
13.	Security	For the purposes of Schedule 2.4 (Information Security and Assurance) this Call- Off Contract shall be S1. The Supplier must notify the Customer in writing as soon as practicable if this classification changes during the Call-Off Term in accordance with the requirements of Schedule 2.4 (Information Security and Assurance).			
		If the Authority, at it's sole discretion, determines additional Information Assurance is required of the Supplier of this contract at any stage during the contract term, the Supplier may be required to comply with Service Level 2 (SL2) of Schedule 2.4.			
14.	Commercially Sensitive Information	The information set out in Schedule 4.2 (Call-Off Commercially Sensitive Information) shall be Commercially Sensitive Information for the purposes of this Call-Off Contract			
15.	Sub-contracting	The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to.			
16.	Software	The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply.			
17.	Payments on Termination	The maximum Termination Payment recoverable shall be as set out in Schedule 7.2 (Payments on Termination) of the Framework Agreement.			

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18.	<b>Financial Distress</b>	The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply.												
19.	<b>Governance</b>	The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply.												
20.	<b>Exit Management</b>	In accordance with Paragraph 8 of Schedule 8.5 (Exit Management) Charges shall be payable for Termination Services.												
21.	<b>Service Continuity</b>	For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) this Call-Off Contract shall not constitute a Critical Service Contract.												
22.	<b>Staff Transfer (Relevant Staff Transfer Schedule)</b>	Part C of Schedule 9.1B shall apply to this Call-Off Contract.												
23.	<b>Guarantee</b>	Not applicable												
24.	<b>Personal Data</b>	The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply.												
25.	<b>Notice provisions (Clause 46.4)</b>	<table border="1"> <thead> <tr> <th></th><th>Supplier</th><th>Customer</th></tr> </thead> <tbody> <tr> <td><b>Contact</b></td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td><b>Address</b></td><td>64-68 Camberwell Church Street, London, SE5 8JB</td><td>102 Petty France, London, SW1H 9AJ</td></tr> <tr> <td><b>Email</b></td><td>[REDACTED]</td><td>[REDACTED]</td></tr> </tbody> </table>		Supplier	Customer	<b>Contact</b>	[REDACTED]	[REDACTED]	<b>Address</b>	64-68 Camberwell Church Street, London, SE5 8JB	102 Petty France, London, SW1H 9AJ	<b>Email</b>	[REDACTED]	[REDACTED]
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26A.	<b>Special Terms / Additional Clauses</b>	<p><b>Potential Extension Opportunities</b></p> <p>1.1 At the end of this contract term (3 years), the Customer shall have an option to extend service delivery on a regional basis.</p> <p>1.2 The extensions, and their exact terms, shall be agreed by the Customer and the Provider within 3 months of the contract termination date. The funding for such extension will be directly funded by the region and should be agreed within 3 months of the contract termination date</p> <p>1.3 The value for such extensions will be in line with regulation 72 of the Public Contract Regulations (2015).</p> <p>The aim of such extension is to ensure that all regions are in a strong position to deliver EPOP independently to a good standard.</p>												
26B.	<b>Special Terms Additional Definitions (Schedule 1)</b>	<p>In this Call-Off Contract, the following definitions will apply in addition to those set out in Schedule 1 (Definitions) of the Framework Agreement:-</p> <p><b>"Extension Period"</b></p> <p>means a period of three (3) months, six (6) months, nine (9) months or twelve (12) months from the end of the Call-Off Initial Term or an Extension Period (as applicable)</p> <p><b>"Initial Call-Off Term"</b></p> <p>means the period from and including the Call-Off Effective Date up until 31<sup>st</sup> January 2025.</p> <p><b>"PS Region" or "Probation Service Region"</b></p> <p>means an area with a defined geographical boundary, within which probation services are delivered. Probation services are delivered across one or more Probation Delivery</p>												

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		<p>Units (PDUs), which collectively make-up a region</p> <p><b>"Probation Delivery Unit" or "PDU"</b></p> <p>means an area with a defined geographical boundary within a PS region, where probation services are delivered. These areas were formally known as Local Delivery Unit (LDUs)</p>
26C	<p><b>Special Terms</b></p> <p><b>Amended Definitions (Schedule 1)</b></p>	<p>For the purposes of this Call-Off Contract, the following definitions shall be deemed amended as follows:-</p> <p><b>"Call-Off Contract Year"</b></p> <p>means:-</p> <ol style="list-style-type: none"> <li>1. (a) Call-Off Contract Year Zero (0) shall be the period from the Call-Off Effective Date until the Call-Off Commencement Date;</li> <li>2. (b) Call-Off Contract Year One (1) shall be the period from the Call-Off Commencement Date up to and including the 31 January 2023;</li> <li>3. (c) Call-Off Contract Year Two (2) and so on shall be:- <ol style="list-style-type: none"> <li>1. (i) a period of twelve (12) months commencing on the 1 February 2023; or</li> <li>2. (ii) thereafter a period of twelve (12) months commencing on each anniversary of 1 February 2023.</li> </ol> </li> </ol> <p>provided that the final Call-Off Contract Year shall end on the expiry or termination of the Call-Off Term and references to Call-Off Contract Year only shall be to any Call-Off Contract Year (as applicable)</p>
26D	<p><b>Special Terms</b></p> <p><b>Clarification of Intellectual Property Rights (Clause 18 and Clause 19 of the Framework Agreement)</b></p>	<p>Clause 18.1.3 of the Framework Agreement provides that:</p> <p>‘the Project Specific IPRs and Project Specific Software shall remain the property of the Supplier but shall be licensed to the Authority and relevant Participating Bodies on the basis of Clause 19.1 below.’</p> <p>Clause 19.1 provides:</p> <p>‘The Supplier hereby grants to the Authority and relevant Participating Bodies (in accordance with Clause 19.2 below) a non-exclusive, royalty-free, transferable (in accordance with Clause 19.22 below) licence to use and exploit the Project Specific IPRs and the Project Specific Software on a perpetual and irrevocable basis for any purpose. This licence shall survive expiry or termination of this Framework Agreement for any reason. ‘</p> <p>For the purposes of this Call-off Contract, ‘use and exploit’ shall be taken to include permitting the Customer to share any relevant information or data with universities, research organisations, or any other organisation which may perform, or facilitate in performing, research on the results of, or anything which develops in the course of, this Call-off Contract Term. In the event that research is conducted, and subsequently published, the Supplier will receive recognition in the publication as a collaborator. For the avoidance of doubt, the interpretation of ‘use and exploit’ shall include the above but shall not be limited to it.</p>
26E	<p><b>Special Term</b></p> <p><b>(Schedule 2.2 – Performance Levels: Miscellaneous)</b></p>	<p>While Schedule 2.2 of the Framework Agreement (Performance Levels) shall apply to this Call-off Contract, the following provisions of that Schedule shall not apply:</p> <p>Clause 1.6</p> <p>Appendix 2 – Assessing Quality and Operational Assurance</p>
26F	<p><b>Special Term</b></p> <p><b>(Contract Change Procedure – Schedule 8.2)</b></p>	<p>The provisions of Schedule 8.2 of the Framework Agreement shall apply in all circumstances except the variation of Milestones or Transition Activities. This exception includes any variation to the Milestone/Transition Activity reference, evidential requirements and any weightings. It shall also include where a Milestone/Transition Activity is added or deleted. In these cases, it will be sufficient for the Parties to confirm in writing their accession to the changes. For the avoidance of doubt, no formal change procedure will be necessary in these cases.</p>

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<b>26G</b>	<b>Special Term</b>  <b>(Schedule 7.1 – Charges and Invoicing: Delay Payments)</b>	The provisions of Clause 9 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement shall apply also to Transition Activities, detailed in Part C of Schedule 6.1 (Call-off Implementation) of this Call-off Contract. This is without prejudice to the existing rights and remedies of the Customer, also detailed in Part C.
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**OFFICIAL SUBJECT TO CONTRACT**

**IN WITNESS** of which this Call-Off Contract has been duly executed by the Parties on the date which appears at the head of its page 1.

**SIGNED** for and on behalf of  
**the Secretary of State for Justice**

**[REDACTED]**

**SIGNED** for and on behalf of  
**St. Giles Wise Limited**

**[REDACTED]**



**OFFICIAL SUBJECT TO CONTRACT**

**SCHEDULE 2.1**

**CALL-OFF SERVICES DESCRIPTION**

**See Appendix A – Services Description (Schedule 2.1)**

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### **SCHEDULE 2.2**

#### **CALL-OFF PERFORMANCE LEVELS**

1. **CALL-OFF CONTRACT PERFORMANCE INDICATORS**

- 1.1 The Call-Off Contract Performance Indicators for this Call-Off Contract shall be those set out in Appendix 1 to this Schedule 2.2 (Call-Off Performance Levels).

2. **BEDDING IN PERIOD**

- 2.1 For the purposes of Clause 1.6 of Schedule 2.2 (Performance Indicators) of the Framework Agreement the bedding in period shall be six (6) months.

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**APPENDIX 1**

**CALL-OFF CONTRACT PERFORMANCE INDICATORS**

<b>Framework Performance Indicator</b>	<b>Definition and formula for calculating actual performance</b>	<b>Frequency of Measurement</b>	<b>Target Performance Level</b>	<b>Trigger Level</b>	<b>Retained Percentage</b>
<b>SL1</b> - Monthly Supplier report updating the Customer outlining the developments made in each region and at a national level	<p>The customer expects the Supplier to provide <b>one</b> transparent report each month detailing what changes (if any) and/or developments (if any) have occurred in each of the twelve (12) regions and at a National (HQ) level.</p> <p>SL1 is measured on the <b>delivery</b> of the report only.</p> <p>Reports are to be provided by the last working day of each month</p>	Measurement Period: <b>Monthly</b>	Delivered within <b>5 working days of (prior to)</b> the last working day of each month	Delivered <b>5 working days or later</b> than the last working day of each month	2.5% (of 1 month's charges) for every day over the trigger level
<b>QM1</b> – Cultural Change Customer Questionnaire	<p>Probation Staff Personnel surveyed against their confidence in the changes and developments led by the Supplier.</p> <p>The survey will be linked to Capability, Motivation and Opportunity, in accordance with the Behavioural Change Framework (found in the specification) and will measure the internal 'cultural change' driven by the Supplier.</p> <p>Staff across all regions, and of differing grades/levels of seniority, will be surveyed</p>	Measurement Period: The first survey will be conducted <b>6 months after Call-off</b> Commencement and then <b>quarterly</b> thereafter	>90% Green	<90% - Green	N/A

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**SCHEDULE 2.5**

**CALL-OFF INSURANCE**

1.1 The Supplier agrees it shall meet the minimum insurance requirements as set out in Schedule 2.5 (Insurance) in accordance with the table below:

<b>Class of insurance</b>	<b>Insurer(s) identity (including any excess layer insurers)</b>	<b>Proposed maximum deductible threshold each and every occurrence</b>
Third Party Public and Products Liability Insurance	Travelers Insurance Company Ltd: £5,000,000 Excess layer: AIG Insurance Ltd: £10,000,000	Travelers Insurance Company Ltd: £5,000,000
Professional Indemnity Insurance	Axa Insurance UK Plc: £5,000,000	Excess layer: AIG Insurance Ltd: £10,000,000
Compulsory Insurances (Employers Liability Insurance and Motor Third Party Liability Insurance)	Employers Liability  Travelers Insurance Company Ltd: £10,000,000  Excess layer: AIG Insurance Ltd: £5,000,000  Motor Third Party  Zurich Insurance PLC: £20,000,000 for third party private cars  £5,000,000 for third party commercial vehicles	Axa Insurance UK Plc: £5,000,000

## OFFICIAL SUBJECT TO CONTRACT

### SCHEDULE 3

#### CALL-OFF CUSTOMER RESPONSIBILITIES

1. **INTRODUCTION**

- 1.1 The Customer Responsibilities set out in the Framework Agreement shall apply to this Call-Off Contract save as specified below.
- 1.2 Any obligations of the Customer in Schedule 2.1 (Call-Off Services Description) shall not be Customer Responsibilities and the Customer shall have no obligation to perform any such obligations unless they are specifically stated to be "Dependencies".
- 1.3 The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2. **SPECIFIC OBLIGATIONS FOR THIS CALL-OFF CONTRACT**

In addition to the Customer Responsibilities, the Customer shall, in relation to this Call-Off Contract perform the additional Customer's responsibilities identified below:

Customer Responsibility	Obligation it affects
<i>N/A</i>	<i>N/A</i>

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**SCHEDULE 4.1**

**CALL-OFF SUPPLIER SOLUTION**

**See Appendix B – Supplier Solution [REDACTED]**

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**SCHEDULE 4.2**

**CALL-OFF COMMERCIALLY SENSITIVE INFORMATION**

<b>No.</b>	<b>Date</b>	<b>Item(s)</b>	<b>Duration of Confidentiality</b>
1	18/10/2021	Financial Model	Full contract term
1	24/01/2022	Appendix B Supplier Solution Partly redacted	Full contract term

**SCHEDULE 4.3****CALL-OFF SUB-CONTRACTING**

1. In accordance with Clause 17 of the Framework Agreement, the Supplier is entitled to sub-contract its obligations under this Call-Off Contract to the Key Sub-contractors listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Customer after the Call-Off Commencement Date for the purposes of the delivery of the Services.

<b>Key Sub- contractor name and address (if not the same as the registered office)</b>	<b>Registered office and company number</b>	<b>Related product/ Services description</b>	<b>Key Sub- contract listed in Call-Off Competition</b>	<b>Key role in delivery of the Services</b>	<b>Credit Rating Threshold</b>
InHealth Associates 68 Daneland, East Barnet, Herts, EN4 8QA	Registered office: Unit 3, Gateway Mews, Ringway, Bounds Green, London, N11 2UT  Company number: 09133056	InHealth Associates will provide consultancy and support around delivery of the maturity model	Yes	Yes	N/A



**SCHEDULE 6.1**

**CALL-OFF IMPLEMENTATION**

**1. INTRODUCTION**

1.1 This Schedule is split into two (2) Parts:

1.1.1 Part A - which:

- (a) defines the process for the implementation of the Implementation Plan and any Amended Implementation Plan;
- (b) sets out the Implementation Services to be provided by the Supplier during the Implementation Period; and
- (c) identifies the Milestones (and associated deliverables) including the Key Milestones.

1.1.2 Part B – which sets out:

- (a) the process for testing whether a Milestone has been Achieved and the process for issuing a Milestone Achievement Certificate; and
- (b) the consequences of any failure to meet a Milestone by the Milestone Date.

1.2 The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

**PART A**

**IMPLEMENTATION**

**1. IMPLEMENTATION**

- 1.1 The Supplier shall be responsible for providing the Implementation Services in accordance with the Implementation Plan in order to complete all activities set out in the Implementation Plan prior to the end of the Implementation Period.
- 1.2 The Implementation Plan is set out in Annex 1.
- 1.3 The Supplier shall, during the Implementation Period, provide the Customer with a monthly report to the Service Management Board detailing progress against each of the Milestones set out in the Implementation Plan (or any Amended Implementation Plan) and shall specifically highlight any potential or likely delay in respect of any of the Key Milestones. This report shall be provided in accordance with Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights).
- 1.4 The Supplier shall ensure that the Implementation Plan (and any Amended Implementation Plan):
- a) incorporates all of the Milestones and Milestone Dates and identifies which Milestones shall be Key Milestones for the purposes of this Call-Off Contract;
  - b) includes (as a minimum) the Supplier's proposed timescales in each of the Milestones;
  - c) clearly outlines all the steps required to implement the Milestones, in conformity with the Customer Requirements;
  - d) clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
  - e) clearly specifies any proposed Acceptance Criteria in respect of each Milestone; and
  - f) is produced using a software tool as specified, or agreed by the Customer.
- 1.5 In respect of the Implementation Plan (and any Amended Implementation Plan), the Customer shall have the right:
- a) to review any documentation produced by the Supplier in relation to the development of the Implementation Plan and/or the Amended Implementation Plan, including:
    - i. details of the Supplier's intended approach to the Implementation Plan and/or the Amended Implementation Plan and its development;
    - ii. copies of the draft Implementation Plan and/or the Amended Implementation Plan produced by the Supplier;
    - iii. any other work in progress in relation to the Implementation Plan and/or the Amended Implementation Plan; and
  - b) to require the Supplier to include any reasonable changes or provisions in the Amended Implementation Plan.

**2. COMPLETION OF THE IMPLEMENTATION PLAN**

- 2.1 The Supplier shall ensure the Implementation Plan is completed in full (and all Milestones are met) by the end of the Implementation Period.
- 2.2 The Customer shall monitor the Supplier's performance of the Implementation Plan and issue any Milestone Achievement Certificates in accordance with the provisions of Part B of this Schedule 6.1 (Call-Off Implementation).
- 2.3 The provisions of Paragraph 4 of Part B shall apply in respect of any failure to meet the Milestone Dates.

**PART B**

**MILESTONE ACHIEVEMENT**

**1. ACHIEVEMENT OF MILESTONES**

- 1.3 Once the Supplier considers it has completed a Milestone (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Milestone meets the Acceptance Criteria.
- 1.4 The Supplier shall not submit any evidence in relation to a Milestone under Paragraph 1.3 unless the Supplier is reasonably confident (having subjected the deliverables to its own internal quality control measures) that it will satisfy the relevant Acceptance Criteria.
- 1.5 The Supplier shall submit its evidence for each Milestone on or before the relevant Milestone Date.
- 1.6 The Customer shall review the evidence provided by the Supplier under this Paragraph 1 to determine whether or not the Milestone meets the Acceptance Criteria. Where possible this evidence shall be reviewed by the Service Management Board and if a more urgent review is required the Parties will agree a forum for review of the evidence against the Milestone AcceptanceCriteria.
- 1.7 Any Disputes between the Customer and the Supplier regarding the Achievement of Milestones shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

**2. ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE**

- 2.1 The Customer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- a) the review by the Customer of the evidence submitted by the Supplier under Paragraph 1.3 above and determination by the Customer that such evidence demonstrates that the Milestone meets the Acceptance Criteria; and
  - b) performance by the Supplier to the reasonable satisfaction of the Customer of any other tasks identified in the Implementation Plan associated with that Milestone.
- 2.2 The grant of a Milestone Achievement Certificate may entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 7.1 (Charges and Invoicing) and Schedule 7.1 (Call-Off Charges and Invoicing). Otherwise payment of the Charges in consideration of the Supplier's provision of the Implementation Services (included on the grant of a Milestone Achievement Certificate (as may be applicable)) shall be in accordance with the payment mechanism and terms as set out in Schedule 7.1 (Charges and Invoicing) and Schedule 7.1 (Call-Off Charges and Invoicing).
- 2.3 If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out the reasons for the relevant Milestone not being Achieved.
- 2.4 The Customer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the relevant issues in accordance with an agreed Rectification Plan provided that:
- a) any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Customer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Customer within ten (10) Working Days of receipt of the Customer's report pursuant to Paragraph 2.3); and

- b) where the Customer issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

**3. RISK**

3.1 The issue of a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:

- a) operate to transfer any risk that the relevant Milestone is complete or will meet and/or satisfy the Customer's requirements for that Milestone; or
- b) affect the Customer's right subsequently to reject all or any element of the deliverables in respect of any Milestone to which the Milestone Achievement Certificate relates.

3.2 Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:

- a) the Supplier Solution as designed and developed is suitable for the delivery of the Services and meets the Customer Requirements;
- b) the Services are implemented in accordance with this Call-Off Contract; and
- c) each Target Performance Level is met in accordance with Schedule 2.2 (Call-Off Performance Levels) of this Call-Off Contract.

**4. MISSED MILESTONE DATE(S)**

4.1 If any Milestone has not been Achieved on or before the relevant Milestone Date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.

4.2 If a Key Milestone has not been Achieved on or before the relevant Milestone Date the provisions of Paragraph 9 of Schedule 7.1 (Charges and Invoicing) shall apply unless the Call-Off Contract provides that no Delay Payments shall be payable under the Call-Off Contract.

4.3 In addition to the payment made in accordance with Paragraph 4.2 above, if a Key Milestone has not been achieved by the Milestone Date, it shall be considered a Notifiable Default and the Rectification Plan Process as set out in Clause 32 of the Framework Agreement shall apply.

4.4 Where any failure to Achieve a Milestone results in a delay to the Call-Off Commencement Date, without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise the Customer may, in its discretion:

- a) issue a conditional Milestone Achievement Certificate in accordance with the process set out in Paragraph 2.4 of this Part B of Schedule 6.1 (Call-Off Implementation);
- b) claim a Delay Payment in accordance with the provisions of Paragraph 9 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement;
- c) terminate the Call-Off Contract on the basis of a Supplier Termination Event;
- d) regard it as an Intervention Trigger Event and the provisions of Clause 30 (Remedial Adviser) shall apply; and/or
- e) regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply.

5. **DELAYS DUE TO CUSTOMER CAUSE**

If the Supplier has failed to achieve the Milestone Date and such failure is solely and directly due to the act or omission of the Customer, the Supplier shall issue a Relief Notice to the Customer in accordance with the provisions of Clause 36.2 of the Framework Agreement and the Customer shall consider and not unreasonably withhold its agreement to grant an extension to the achievement of the Milestone Date and, where relevant, any subsequent and necessary extension to the Call-Off Commencement Date or an extension to the Implementation Period.

6. **MOBILISATION MILESTONES**

- 6.1 The Supplier shall complete the following Mobilisation Milestones by the relevant completion date as set out in the table below

KEY MILESTONE REFERENCE	Key Implementation Milestone	Milestone Completion Date	Acceptance Criteria	Weighting
IM1 – Workforce 1	Workforce – Ensure that sufficient staff for Call-Off Commencement Date have been vetted or re- vetted to the required level in accordance with Probation Instruction 2014/07; Probation Instruction 2014/03; Probation Instruction 2014/60; Probation Instruction 2014/ 23; Probation Instruction 2014/27.	Two (2) weeks prior to Call-Off Commencement Date	Demonstration that the Supplier has completed vetting of sufficient staff for Call-Off Commencement Date as required by the relevant Probation Instructions;  Details of how the Supplier will remain compliant (e.g. if and when people require re-vetting) and how the Supplier will ensure Supplier Personnel understand that they must advise their employer of changes in their personal circumstances which may affect their vetting.	20%

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IM2 – Workforce 2	Workforce – Ensure that sufficient staff for the Call-Off Commencement Date have been recruited and trained in accordance with Framework Agreement and Call-Off Contract	Two (2) weeks prior to Call-Off commencement Date	<p>A record evidencing that training has been completed by the Suppliers existing and newly recruited staff.</p> <p>The record must evidence recruitment and training of sufficient staff to enable Service delivery to commence on the Call-Off Commencement Date.</p> <p>The Supplier should note: Training must be completed for all staff.</p>	20%
IM3 – ICT1	ICT - IT equipment purchased or leased with build installed and ready for deployment to users in accordance with steps detailed in the Implementation Plan that is of appropriate quality and is sufficient equipment to enable the Supplier to deliver all the requirements	Two (2) weeks prior to Call-Off Commencement Date	<p>Evidence of equipment being in place and ready for deployment.</p> <p>Provision to Customer of updated Implementation Plan via the monthly report to reflect progress towards timely achievement.</p>	10%

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IM4- ICT2	Completion of all necessary steps to enable use of Customer Approved System	Six (6) weeks prior to Call-Off Commencement Date	<p>Engagement with the Customer's Digital and Technology function to establish appropriate use of Customer Approved Systems</p> <p>Provision of all details of proposed Users of Customer Approved Systems including details that any required Security Vetting has been completed.</p> <p>Service management arrangements agreed with Customer for Users of Customer Approved Systems (as detailed in the New Digital Services for Dynamic Framework Suppliers and the Dynamic Framework ICT Support Document).</p>	5%
IM5 – ICT 3	Meeting the relevant cyber, information assurance and data processing standards as set out in Schedules 2.3 (Standards), 2.4 (Information Security and Assurance) and 10 (Processing Personal Data)	Two (2) weeks prior to Call-Off Commencement Date	<p>Copy of UK Government Accreditation Scheme</p> <p>OR</p> <p>Copy of Cyber Essentials Basic</p> <p>Demonstrate compliance with NCSC Cloud Security Principles (where hosting Customer Data)</p> <p>Copy of Information Security Management Plan provided and approved by the Customer</p> <p>Supplier to provide</p>	5%



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			assurance that all Sub-contractors, sub-processes, supply chain and any other relevant third parties have the appropriate Security requirements in place in line with Schedules 2.3 (Standards) and 2.4 (Information Security and Assurance).	
IM6 - EPOP-1	Identify and make contact with each regional Single Point of Contact (SPOC) – arrange and undertake at least one meeting with each SPOC.	Four (4) weeks prior to Call-Off Commencement Date.	Evidence of a scheduled meeting and its having taken place (this may be held remotely).	20%
IM7 - EPOP-2	Establish contact points and arrange and undertake at least one meeting at National HQ level.	Four (4) weeks prior to Call-Off Commencement Date.	Evidence of a scheduled meeting and its having taken place (this may be held remotely).	20%

**PART C – TRANSITION ACTIVITY****1. TRANSITION ACTIVITY**

- 1.1 The Supplier shall complete the following transition activities (the "**Transition Activity**") by the relevant completion date set out in the table below.

<b>Transition Activity Reference</b>	<b>Key Transition Activity</b>	<b>Completion Date</b>	<b>Completion Measures</b>	<b>Weighting</b>
IM11 – AP1	Review and assess current EPOP activities and achievements in each Probation Services Region and Approved Premises, including current regional 'EPOP Action Plans' where available. Where possible this should begin prior to service commencement.	By no later than 90 days after service commencement	Documentary of written evidence of analysis and discussion, e.g. minutes of meetings/forums	50%
IM12 – AP2	Develop comprehensive 'Regional EPOP Action Plans' (for every Probation Service region) and an 'Approved Premises EPOP Action Plan' with SMART objectives and milestones to strengthen and develop EPOP capacity and create a range of meaningful EPOP opportunities in each region. Action Plans should clearly identify the Provider's anticipated course of action and any related outcomes. For more detail, see Appendix 'X' and Schedule 2.1 (Services Description).	By no later than 90 days after service commencement	Evidence of final signed off Action Plans, with clear objectives.	50%

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- 1.2 Once the Supplier considers it has completed the Transition Activity it shall submit reasonable evidence to the Customer that the Transition Activity is complete and meets the completion measures.
- 1.3 The Supplier shall not submit any evidence in relation to a Transition Activity unless the Supplier is reasonably confident (having subjected the deliverables to its own internal quality control measures) that it will satisfy the completion measures set out above.
- 1.4 The Supplier shall submit its evidence for the Transition Activity on or before the relevant completion date.
- 1.5 The Customer shall review the evidence provided by the Supplier under this Paragraph 1 to determine whether or not the Transition Activity is meets the completion measures. Where possible this evidence shall be reviewed by the Service Management Board and if a more urgent review is required the Parties will agree a forum for review of the evidence against the completion measures.

Any Disputes between the Customer and the Supplier regarding the completion of the Transition Activity shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

## 2. FAILURE TO COMPLETE TRANSITION ACTIVITY

- 2.1 If any Transition Activity is not completed before the relevant completion date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.
- 2.2 In addition to the process set out in Paragraph 2.1, if the Transition Activity has not been achieved by the relevant completion date, it shall be considered a Notifiable Default and the Rectification Plan Process as set out in Clause 32 of the Framework Agreement shall apply. The Parties agree that this shall be a Notifiable Default notwithstanding that it is not specifically listed as a Notifiable Default in Clause 32.2.
- 2.3 Without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise if the Supplier does not complete the Transition Activity by the completion date the Customer may, in its discretion:
  - 2.3.1 terminate the Call-Off Contract on the basis of a Supplier Termination Event (notwithstanding the fact that it is not specifically listed in the definition of Supplier Termination Event in Schedule 1 (Definitions));
  - 2.3.2 regard it as an Intervention Trigger Event and the provisions of Clause 30 (Remedial Adviser) shall apply (notwithstanding the fact that it is not specifically stated in Clause 30 or in the definition of Intervention Trigger Event in Schedule 1 (Definitions)); and/or
  - 2.3.3 regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply (notwithstanding the fact that it is not specifically stated in Clause 31 or in the definition of Step-In Trigger Event in Schedule 1 (Definitions)).

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**ANNEX 1**

**IMPLEMENTATION PLAN**

**See Appendix C – Implementation Plan**

**SCHEDULE 6.2****CALL-OFF SOFTWARE****1. THE SOFTWARE**

- 1.1 The Software below is licensed to the Customer in accordance with Clauses 18 and 19 of the Framework Agreement.
- 1.2 The Parties agree that they will update this Schedule to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

**2. SUPPLIER SOFTWARE**

The Supplier Software includes the following items:-

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
N/A							

**3. THIRD PARTY SOFTWARE**

The Third Party Software shall include the following items:-

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term / Expiry
Windows 10		Operating System	10	None		COTS	Perpetual license
Office 365		Office Productivity	10	None		COTS	Monthly subscription
Microsoft Teams		Collaboration	10	None		COTS	Monthly subscription
AV Defender		Antivirus/anti malware	10	None		COTS	Annual subscription
NetExtender		Secure VPN	10	None		COTS	Perpetual license
Egress		Secure email	10	None		COTS	Annual subscription
Bitlocker		Laptop Hard drive	10	None		COTS	Perpetual license

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		encryption					
MaaS360		Mobile Device Management software for mobile phones	10	None		COTS	Monthly subscription
CJSM		Secure email	10	None		COTS	Free annual license
Cisco VPN software		Access to company systems	10	None		COTS	Annual license
SGW-CRM system		Service User appointment booking and tracking, database, management information, performance tracking.	10	None		Non-COTS	Perpetual license
Skyguard		Lone working alarm	10	None		COTS	Annual license
Eset Endpoint Antivirus		Antivirus/malware	10	None		COTS	Annual license

**SCHEDULE 7.1****CALL-OFF CHARGES AND INVOICING****1. PRICING METHODOLOGY**

1.1 The Charges in respect of the Operational Services under this Call-Off Contract are calculated based on the following Pricing Methodology:

(a) Fixed Price

1.2 The Supplier's Financial Model is set out at Annex 1 to this Schedule 7.1 (Call-Off Charges and Invoicing).

**2. FIXED PRICE**

2.1 The Fixed Price shall be as set out below (with Year 2 and Year 3 being subject to indexation):

Period	Cost
Mobilisation Charge	[REDACTED]
Year 1 Charge	[REDACTED]
Year 2 Charge	[REDACTED]
Year 3 Charge	[REDACTED]

**3. PERFORMANCE PAYMENTS**

3.1 The Maximum Retained Percentage for the relevant Call-Off Contract shall be 5%

**4. IMPLEMENTATION SERVICES**

4.1 The Charges under this Call-Off Contract payable for the Implementation Services are calculated based on the following Pricing Methodology

4.1.1 Payment monthly, holding back the Milestone Achievement Retention Percentage which is to be paid based on a weighted proportion once the Milestone is Achieved.

**5. PAYMENT WITH MILESTONE ACHIEVEMENT RETENTION PERCENTAGE**

5.1 The Milestone Achievement Retention Percentage shall be 10% of the 'Mobilisation Charge'

5.2 Notwithstanding the fact that the Mobilisation Period shall commence on the Call-Off Effective Date, the Supplier shall be entitled to invoice for the 'Mobilisation Charge' as follows:

Invoice Date	Amount to be invoiced
After 31 <sup>st</sup> January 2022	Mobilisation Charge – (Mobilisation Charge * 0.1) / 2
After 28 <sup>th</sup> February 2022	Mobilisation Charge – (Mobilisation Charge * 0.1) / 2

- 5.3 Subject to paragraph 7 (Delay Payments), upon Achievement of each Milestone and the issue of a Milestone Achievement Certificate in respect such Milestone in accordance with the provisions of Schedule 6.1 (Implementation) and Schedule 6.1 (Call-Off Implementation) Part B, the Supplier shall be entitled to invoice a sum equal to the Implementation Charge \* 0.1 (being the Milestone Achievement Retained Percentage) \* the Weighting. The Weighting shall be the percentage set out in the final column for the applicable Milestone as set out in Schedule 6.1 (Call-Off Implementation) / 100

## 6. TRANSITION ACTIVITY

- 6.1 The fixed cost of year 1 shall be charged monthly in equal payments (Year 1 / 12), the 'Year 1 Monthly Charges', with the exception of months 1, 2 and 3, which shall be subject to a 'Transition Activity Retention Payment'
- (a) During months 1, 2 and 3, the 'Transition Activity Retention Payment' shall be 10% of the 'Year 1 Monthly Charge'
- 6.2 Notwithstanding the fact that the Transition Activity Period shall commence on the Call-Off Commencement Date, the Supplier shall be entitled to invoice for Year 1 months 1, 2 and 3 as follows:

Invoice Date	Transition Invoices
After 28 <sup>th</sup> February 2022	$((\text{Year 1 Monthly Charge} * 3) - ((\text{Year One Monthly Charge} * 3) * 0.1)) / 3$
After 31 <sup>st</sup> March 2022	$((\text{Year 1 Monthly Charge} * 3) - ((\text{Year One Monthly Charge} * 3) * 0.1)) / 3$
After 31 <sup>st</sup> April 2022	$((\text{Year 1 Monthly Charge} * 3) - (\text{Year One Monthly Charge} * 3) * 0.1) / 3$

- 6.3 Subject to paragraph 7 (Delay Payments), upon Achievement of each Transition Activity and the issue of a Transition Activity Achievement Certificate in respect such Transition Activity in accordance with the provisions of Schedule 6.1 (Implementation) and Schedule 6.1 (Call-Off Implementation) Part C, the Supplier shall be entitled to invoice a sum equal to the 'Year 1 Monthly Charge' \* 0.1 (being the Transition Activity Retention Percentage) \* the Weighting. The Weighting shall be the percentage set out in the final column for the applicable Transition Activity as set out in Schedule 6.1 (Call-Off Implementation) / 100

## 7. DELAY PAYMENTS

- 7.1 During Mobilisation
- (a) If the Supplier fails to Achieve a Milestone on or before the relevant Milestone Date the Supplier shall be liable for a Delay Payment. The Delay Payment shall be a sum equal to a sum equal to the Implementation Charge \* 0.1 (being the Milestone Achievement Retained Percentage) \* the Weighting. The Weighting shall be the percentage set out in the final column for the applicable Milestone as set out in Schedule 6.1 (Call-Off Implementation) / 100.
- 7.2 During Transition Activity



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- (a) If the Supplier fails to Achieve a Transition Activity on or before the relevant Transition Activity Date the Supplier shall be liable for a Delay Payment. The Delay Payment shall be a sum equal to a sum equal to the 3 months of Monthly Charges \*0.1 (Transition Activity Retention Payment) \* the Weighting. The Weighting shall be the percentage set out in the final column for the applicable Milestone as set out in Schedule 6.1 (Call-Off Implementation) / 100.

7.3 It is at the Authority's sole discretion whether or not to enforce a 'delay payment'.

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**ANNEX 1**

**FINANCIAL MODEL**

**See Appendix D – Financial Model [REDACTED]**

**SCHEDULE 7.4**

**CALL-OFF FINANCIAL DISTRESS**

**1. FINANCIAL INDICATORS REPORTING**

- 1.1 The reporting for each of the Financial Indicators shall be at the frequency set out in Paragraph 2.4.3 of Schedule 7.4 (Financial Distress) save as set out in Paragraph 3.2.

**ANNEX 1**

**RATING AGENCIES**

Not Applicable

**ANNEX 2**

**CREDIT RATINGS AND CREDIT RATING THRESHOLDS**

Not Applicable

**SCHEDULE 7.5**

**CALL-OFF REPORTS, RECORDS AND AUDIT RIGHTS**

**1. TRANSPARENCY REPORTS**

- 1.1 For the purposes of Paragraph 1 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Transparency Reports shall be those as set out in Appendix 1 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

**2. PROVISION OF REPORTS**

- 2.1 For the purposes of Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Reports shall be those as set out in Appendix 2 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).

**3. SUPPLIER AUDITS**

- 3.1 The provisions of Paragraph 12 of Schedule 7.5 (Reports, Records and Audit Rights) [shall][shall not] be applicable to this Call-Off Contract.

## ANNEX 1

## TRANSPARENCY REPORTS

TITLE	CONTENT	FORMAT	FREQUENCY
Charges	Total Charges over specified period(s)	As notified by the Customer from time to time	As notified by the Customer from time to time
Performance Monitoring Report	Delivery against Call-Off Contract Performance Indicators in accordance with Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	As per Schedule 2.2	Every 3 months
Equalities report	Ethnicity, gender, age, religion, disability etc.	As notified by the Customer from time to time	As notified by the Customer from time to time
Annual Slavery and trafficking report	Supplier to set out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business	As defined in Clause 40.9.3 of Framework Agreement	Annually
Workforce and staffing	FTE / Headcount by service activity Job roles Geography (location – Unitary / Upper tier local authority)	As notified by the Customer from time to time	As notified by the Customer from time to time
Complaints	Details of any complaints received relating to the Services	As notified by the Customer from time to time	As notified by the Customer from time to time

## APPENDIX 2

## REPORTS

## Regular reports

The Supplier shall provide a report once every Call-Off Contract Year (the "**Annual Report**") which shall include sub-sections with the information for each report below which is highlighted in the frequency column as Annual Report. The Customer shall provide a template for such Annual Report to assist with completion.

Required Report	Content	Format	Frequency
Unit Price Report	As described in Schedule 7.1 (Charges and Invoicing)	As described in Schedule 7.1 (Charges and Invoicing)	Monthly
Quarterly Performance report	As described in Schedule 22 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	As described in Schedule 22 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels)	Every 3 months
Charges	Total Charges  Actual Supplier Profit/Surplus  Retained Amount	As notified by the Customer from time to time	As notified by the Customer from time to time
Sub-contractors	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Reports which the Supplier is required to supply as part of the Management Information	As per relevant piece of Management Information	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Annual reports on the Insurances	Details of insurances held, premiums paid and such other information as may be requested by the Customer	As described in Schedule 7.5 (Reports, Records and Audit Rights)	Annual Report
Payment terms of Sub-contractor's report	As described in Framework Agreement, Clause 17.20.2	As notified by the Customer from time to time	Annual Report
Financial indicator reports	As described in Schedule 74 (Financial Distress)	As described in Schedule 74 (Financial Distress)	As described in Schedule 74 (Financial Distress)



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Audited and unaudited Finance statements (the "Management Accounts")	Information including turnover, actual spend, forecast outturn, cashflow and assets	As notified by the Customer from time to time	Annual Report
Implementation Plan and Milestone achievement report	As described in Schedule 61 (Implementation Plan) and Schedule 8.1 (Governance)	As notified by the Customer	Received regularly during Implementation Period
Technology report	As described in Schedule 81 (Governance)	As notified by the Customer	Provided at each Service Management Board

**Responsive reports**

Required Report	Content	Format	Frequency
Incident report	As described in Schedule 24 (Information, Security and Assurance)	As described in Schedule 24 (Information, Security and Assurance)	As required under Schedule 2.4 (Information, Security and Assurance)
Delay reports	Details of the event giving rise to delay and the likely impact of the delay on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Force Majeure Event reports	Details of the Force Majeure Event and its likely impact on the Services	As described in Schedule 7.5 (Reports, Records and Audit Rights)	On request
Review report	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)	Within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan
Draft Financial Distress Remediation Plan and final approved Financial Distress Remediation Plan once approved	As described in Schedule 74 (Financial Distress)	As described in Schedule 74 (Financial Distress)	As soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event)
Improvement Plan report	As described in Framework Agreement Clause 31.13	As notified by the Customer	Provided at each Service Management Board

**SCHEDULE 8.1****CALL-OFF GOVERNANCE****1. REPRESENTATION AND STRUCTURE OF BOARDS**

1.1 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following representation and structure for the Boards under this Call-Off Contract:

**a) Service Management Board**

Customer Members of Service Management Board	Senior Contract Manager, Service Manager
Supplier Members of Service Management Board	St Giles Wise Limited Contract Manager , Service Manager
Start Date for Service Management Board meetings	TBA
Location of Service Management Board meetings	TBA

**b) Contract Strategy Board**

Customer members of Contract Strategy Board	Senior Contract Manager, Service Manager, Commercial contract manager, Finance business partner
Supplier members of Contract Strategy Board	[REDACTED]
Start date for Contract Strategy Board meetings	TBA
Location of Contract Strategy Board meetings	TBA

**c) Change Management Board**

Customer Members of Change Management Board	Senior Contract Manager, Service Manager, Commercial contract manager, Finance business partner
Supplier Members of Change Management Board	[REDACTED] Commercial Leads, Ops Dir
Start Date for Change Management Board meetings	TBA
Location of Change Management Board meetings	TBA

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- 1.1 In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following attendees for the annual review meeting under this Call-Off Contract

Customer attendees for annual review meeting	Senior Contract Manager, Service Manager, Commercial contract manager Finance business partner
Supplier attendees for annual review meeting	[REDACTED]

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**SCHEDULE 9.1B (FOR USE IN RESPECT OF RE-LET CONTRACTS)**

**STAFF TRANSFER**

**LIST OF NOTIFIED SUB-CONTRACTORS**

Not Applicable

**SCHEDULE 9.2****CALL-OFF KEY PERSONNEL**

1. In accordance with Clause 16.8 of the Framework Agreement, the Key Roles and corresponding Key Personnel as at the Call-Off Commencement Date are listed in the table below.
2. The Parties agree that they will update this Schedule periodically to record any changes to the Key Personnel after the Call-Off Commencement Date made in accordance with Clauses 16.9 to 16.11 of the Framework Agreement.

<b>Key Role</b>	<b>Name of Key Personnel</b>	<b>Responsibilities / Authorities</b>	<b>Phase of the project during which they will be a Member of Key Personnel</b>	<b>Minimum Period in Key Role</b>
Supplier Representative	St Giles Wise Limited Contract Manager	Service Manager	Full contract period	Full contract period
Framework Supplier Representative	[REDACTED]	Director of Services	Full contract period	Full contract period
Exit Manager	St Giles Wise Limited Contract Manager	Exit Manager	Full contract period	Full contract period

**SCHEDULE 10****CALL-OFF PROCESSING OF PERSONAL DATA****PART 1****1. SCHEDULE OF DATA SHARING PARTICULARS**

This Part 1 of Schedule 10 (Call-Off Processing of Personal Data) sets out the data sharing particulars to be completed by the Parties, acting reasonably and in good faith.

Description	Details
Data mapping	<p>The data map set out at Appendix E (DF Personal Data Map), tab 1 details all data shared with the Supplier by the Customer and the Related Third Parties for the delivery of the Services where the Supplier acts as controller or joint controller with the Customer and/or each of the Related Third Parties.</p> <p>Details of all data sharing and onward sharing by the Supplier, where it acts as controller or joint controller, is as set out in the data map at Appendix E tab 2.</p> <p>The data map shall be completed and kept accurate and up to date during the Term, in accordance with Schedule 10 (Processing of Personal Data) of the Framework Agreement.</p>
Permitted Purpose	<p>The lawful basis and purpose is as set out in the data map.</p>

**PART 2****1. SCHEDULE OF DATA PROCESSING PARTICULARS**

This Part 2 this Schedule 10 (Call-Off Processing of Personal Data) sets out the data processing particulars to be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

- 1.1 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.2 Any such further instructions shall be incorporated into this schedule of data processing particulars.

Description	Details
Data mapping	<p>The data map set out at Appendix E (DF Personal Data Map), tab 1 details all data shared with the Supplier by the Customer and the Related Third Parties for the delivery of the Services where the Supplier is identified as a processor.</p> <p>Details of all data sharing and onward sharing where the Supplier acts as processor with sub-processors is as set out in the data map at Appendix E (DF Personal Data Map) tab 2.</p> <p>The data map shall be completed and kept accurate and up to date during the Term, in accordance with Schedule 10 (Processing of Personal Data) of the Framework Agreement.</p>

**See Appendix E – DF Personal Data Map**