

ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES
[Part A - Order Form Template]

Contract Number: ORR/CT/19-22
From the ("Buyer "): Office of Rail and Road

To the ("SUPPLIER")
Name: ISS Mediclean Limited

Registered Address: Velocity 1, Brooklands Drive, Weybridge, Surrey, KT13 0SL

Registered Number: 01659837

DUNS Number: 228653481

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. Completion and execution of a Call-Off Contract may be achieved using an equivalent document or electronic purchase order system. The text below should be copied into any electronic order forms.

APPLICABLE FRAMEWORK CONTRACT:

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM 3830 and dated 10/07/18 for the provision of facilities management services.

CALL-OFF LOT(S): 1a

This Call-Off Contract is in relation to the following Lot (please select)

Lot	Tick as appropriate	Supplier accreditations required for the Lot
1a	<input checked="" type="checkbox"/>	ISO 9001,
1b	<input type="checkbox"/>	ISO 9001, ISO 14001
1c	<input type="checkbox"/>	ISO 9001, ISO 14001, ISO 27001,

CALL-OFF INCORPORATED TERMS

The following documents shall be incorporated into this Call-Off Contract. If they conflict, the following order of precedence shall apply:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Schedule 1 (Definitions)
3. Joint Schedule 11 (Processing Data)
4. Call Off Schedule 4 (Facilities Management)
5. The following Schedules:
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Distress)

Call-Off Schedule 1 (Transparency Reports)
Call-Off Schedule 2 (Staff Transfer)
 Call-Off Schedule 2: Part B (Staff Transfer At Start Date – Transfer From Former Supplier)
 Call-Off Schedule 2: Part C (No Staff Transfer On Start Date)
 Call-Off Schedule 2: Part D (Pensions)
 Call-Off Schedule 2: Part E (Staff Transfer on Exit)
Call-Off Schedule 3 (Continuous Improvement)
Call-Off Schedule 4A (Billable Works and Projects)
Call-Off Schedule 5 (Call-Off Pricing)
Call-Off Schedule 6 (TUPE Surcharge)
Call Off Schedule 23 (Redundancy Surcharge)
Call-Off Schedule 7 (Key Staff)
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
Call-Off Schedule 9 (Security)
Call-Off Schedule 10 (Exit Management)
Call-Off Schedule 11 (Processing Data)
Call-Off Schedule 13 (Mobilisation Plan and Testing)
Call-Off Schedule 14 (Key Performance Indicators)
Call-Off Schedule 15 (Contract Management)

6. The CCS Core Terms (v3.0.2)
7. Joint Schedule 5 (Corporate Social Responsibility).

No other terms whether written on the back of, appended to this Order Form, or presented at the time of delivery shall form part of the Call-Off Contract.

CALL-OFF SPECIAL TERMS:

The following Special Terms shall be incorporated into this Call-Off Contract:

None

CALL-OFF START DATE: 14 October 2019

CALL-OFF EXPIRY DATE: 13 October 2021

CALL-OFF INITIAL PERIOD: 2 years with the option to extend for one additional year

CALL-OFF DELIVERABLES:

The following Deliverables shall be provided under this Call-Off Contract:

Attachment 3 – Specification (and all of its Annexes and Appendices and Clarification Q&A Log)
Please note the Specification and Annexes will be appended here upon award of this Contract:

DRAWN DOWN DELIVERABLES:

Not Used.

ISS Classification - [Unrestricted](#)

CALL-OFF CHARGES:

The Charges shall be calculated in accordance with Call-Off Schedule 5 (Call-Off Prices) on the basis of fixed prices and shall be calculated by reference to the fixed price pricing matrix set out below:

ISS Mediclean Ltd Pricing Matrix V1.8

The Charges shall not be impacted by any change to the Framework Prices and can only be changed by agreement in writing between the Buyer and the Supplier as a result of:

- (i) indexation;
- (ii) Specific Change in Law;
- (iii) benchmarking undertaken in accordance with Call-Off Schedule 16 (Benchmarking).

MAXIMUM LIABILITY

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

ESTIMATED YEAR ONE CONTRACT CHARGES

The Estimated Year One Contract Charges shall be £212,965.32 (Two Hundred and Twelve Thousand, Nine Hundred and Sixty Five Pounds and Thirty Two Pence)

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be the Consumer Price Index Indexation shall only apply from 14 Oct 20 and shall be applied on every yearly anniversary of 14 Oct.

Indexation shall be applied to the Baseline Monthly Payment.

PASS THROUGH COSTS

The Supplier shall be entitled to recover the following types of Pass Through Costs in accordance with Call-Off Schedule 5 (Call-Off Prices):

Kitchen Supplies as per Annex E ORR Specification.

MORE FAVOURABLE COMMERCIAL TERMS

- For this framework these will only apply to Pass Through Costs

VARIATION THRESHOLD

Not Applicable

TARGET COST

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Order Form and Call-Off Schedules

Office of Rail and Road – ORR/CT/19-22

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Not Applicable

INCLUSIVE REPAIR THRESHOLDS

The Inclusive Repair Thresholds shall be: Not Applicable

BILLABLE WORKS

The estimated total value range for Billable Works shall be as set out below:

Tier	Estimated total value range
Tier One Billable Works	£1001 - £5000
Tier Two Billable Works	£5001 - £10,000
Tier Three Billable Works i	£10,001 - £25,000
Tier Four Billable Works	Above £25,000

The value of Billable Works not requiring approval is: NIL

Business Critical Events are as follows:

Epidemic, Earthquake, Fire, Flood, Cyber attack, Sabotage (insider or external threat), Major weather incident, Power outage, Water outage (supply interruption, contamination), Terrorism/Piracy, and War/civil disorder

METHOD OF PAYMENT

Payment shall be made via BACS.

BUYER INVOICING ADDRESS:

REDACTED

Office of Rail and Road, Floor 10, 25 Cabot Square, Canary Wharf

BUYER AUTHORISED REPRESENTATIVE:

REDACTED, Associate Director of Information, Facilities & Service,

REDACTED

Office of Rail and Road, Floor 10, 25 Cabot Square, Canary Wharf

BUYER NOTICES

REDACTED, Procurement Manager

REDACTED

Office of Rail and Road, Floor 10, 25 Cabot Square, Canary Wharf

ISS Classification - **Unrestricted**

Order Form and Call-Off Schedules

Office of Rail and Road – ORR/CT/19-22

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BUYER SECURITY POLICY:

New security policy for 25Cabot Square to be provided within 10 working days of the award of this call off order contract.

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 ROLES/STAFF:

REDACTED, Operations Manager, South Quay Plaza, 189 Marsh Wall, London E14 9SH.

REDACTED

KEY SUBCONTRACTORS:

ISS Facility Services Limited

COMMERCIALLY SENSITIVE INFORMATION:

ISS Mediclean Ltd Pricing Matrix V1.8

6.1 ORR Quality response _ISS 20190828 final

SERVICE PERIOD:

The Service Period for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall be one Month.

KPI CREDITS, AT RISK % AND EARN BACK%:

KPI Credits shall accrue in accordance with Call-Off Schedule 14 (Key Performance Indicators).

For the purposes of Call-Off Schedule 14 (Key Performance Indicators):

(i) the At Risk % shall be: 6 % and

(ii) the Earn Back % shall be: 50%

RISK REGISTER:

Not Applicable

SMALL AND MEDIUM SIZED ENTERPRISES

The percentage of small and medium enterprises which apply in relation to Call-Off Schedule (4) (Facilities Management) is 1%.

RELEVANT CONVICTIONS:

Not Applicable

CONCESSION:

Not Applicable

COLLATERAL WARRANTIES

Not Applicable

PERFORMANCE BOND

Not Applicable

CALL-OFF GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, it will comply with the following social value commitments as were provided for in its :

See ISS Mediclean Tender.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	REDACTED	Name:	
Role:	Chief Operating Officer	Role:	
Date:	19 th September 2019	Date:	

Part B

Call-Off Schedules

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 Crown 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; and
 - 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.

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

DEFINITION	MEANING
"Accessed Contracts"	Government Frameworks which are available to the Buyer and which the Buyer can grant access to the Supplier, as per paragraph 4 of Call Off Schedule 4
"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 Schedule J3 (Insurance Requirements);
"Admin Fees"	"Admin Fees" means 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 ;
"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;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Asset"	any item or equipment owned by the Buyer which is maintained as part of the Services.
"Assessed Value"	is the estimated value of the Call Off Contract, used in order to determine the appropriate Lot, and is calculated by using the average of the following inputs provided by the Buyer (where available): Unit of Measure of Deliverables required; current costs or estimated annual costs; benchmarked costs
"Audit"	the Relevant Authority's right to: 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);

	<ul style="list-style-type: none"> 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 applicable Law; e) identify or investigate actual or suspected breach of Clauses 29 to 35 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 Controller 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; k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Buyer's internal and external auditors; b) the Buyer's statutory or regulatory auditors; c) the Controller 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 Buyer 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;
"BCDR Plan"	shall contain the information as per Call Off Schedule 8;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Beyond Economic Repair"	has the meaning given to it in paragraph 29.8 of Framework Schedule 1 (Specification)
"Baseline Monthly Payment"	means the payment payable in respect of a Service Month as set by reference to the Fixed Price Pricing Matrix.
"Billable Works"	mean Deliverables including Small Works, Projects, and Reactive Maintenance Works in excess of the Inclusive Repair Threshold but excluding Reactive Maintenance Works below the Inclusive Repair Threshold or Deliverables that become billable due to falling into the exclusions identified in paragraph 12.6 of Call Off Schedule 4a. For the avoidance of doubt, Billable Works are raised in accordance with the Billable Works and Approval Process and are not included in the Baseline Monthly Payment;
"Billable Works and Approval Process"	means the process described as such in Framework Schedule 1 (Specification) - Appendix 3 – Billable Works and Approvals Process;
"Billable Works Management Uplift"	the maximum permitted rate of uplift as set out in the Pricing Matrix;
"Breach of Security"	<p>the occurrence of:</p> <p>a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the Security Policy;</p>
"Business Continuity Plan"	shall contain the information as per section 3.2 of Call Off Schedule 8;
"Business Critical Events"	means any event: (i) described as such in the Order Form; (ii) which relates to the immediate security or health and safety of Buyer Premises; or (iii) which triggers the invocation of the Business Continuity and Disaster Recovery Plan;
"Buyer Inputs"	The range of information provided by the Buyer in order to create the Supplier Brief.

"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;
"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 Equipment"	any Buyer Assets at any Site on the Start Date;
"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);
"CAFM System"	the computer aided facilities management system operated by the Supplier in connection with the provision of the Deliverables;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Core Terms clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"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 22 (Call-Off Tender);
"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"	<p>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:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; or</p> <p>d) Executive Agency;</p>
"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;
"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;
"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;
"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 Survey"	means a periodic lease-driven survey and/or formal periodic survey
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the 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 from the earlier of the:

	<p>a) applicable Start Date; or</p> <p>b) the Effective Date</p> <p>until the applicable End Date;</p>
"Contract Value"	the higher of the expected Contract value and the 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 GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Corporate Overhead"	has the meaning given to it in Overhead
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> 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; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <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;</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>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) 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>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Credit Rating Threshold"	the minimum credit rating level for the Supplier [and the Framework Guarantor/ [and Call-Off Guarantor]] as set out in Annex 2 of Joint Schedule 7 [and for each Key Subcontractor (if applicable)];
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 [subject to Royal Assent] 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 Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the 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;
"Deductions"	all KPI Credits, Delay Payments or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;

"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 7.1.1 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 Mobilisation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"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 (Mobilisation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"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) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disaster Recovery Plan"	shall contain the information as per paragraph 4.2 of Section 4 of Call Off Schedule 8;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Core Terms clause 15 (What you must keep confidential);

"Direct Award"	means the award of a Contract directly to a supplier without the need for a Further Competition as per the process detailed in Framework Schedule 7
"Direct Award Mobilisation"	Direct Award Mobilisation is calculated at Further Competition using the Direct Award Mobilisation Percentage, captured in the Pricing Matrix. It is payable during the first year of the contract, split equally into 12 monthly payments. The standard Mobilisation term is 3 months. This cost will attract Management and Corporate Overhead and Profit.
"Direct Award Price"	means the price to deliver the Standard Service using the direct award rates, as per the Pricing Matrix, per annum.
"Direct Award Process"	the process as described in Framework Schedule 7 – Call Off Procedure and Award Criteria.
"Direct Award TUPE Risk Percentage"	means the direct award TUPE risk percentage figure set out in Framework Schedule 3 (Framework Prices);
"Direct Award TUPE Risk Premium"	means the % of the total price of the Deliverables as submitted by the Supplier within Framework Schedule 3 – Annex 1 (Rates and Prices) to cover the risk of employees transferring on terms which are protected by Employment Regulations;
"Dispute"	any claim, dispute or difference arises 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 Core Terms clause 34 (Resolving disputes);
"Documentation"	descriptions of the Services and KPIs, 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: 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 b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"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;

"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Earn Back Amount"	is the earn back amount as calculated in accordance with Call-Off Schedule 14 (Key Performance Indicators);
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employee Liability"	<p>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>redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p> <p>unfair, wrongful or constructive dismissal compensation;</p> <p>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>compensation for less favourable treatment of part-time workers or fixed term employees;</p> <p>outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;</p> <p>claims whether in tort, contract or statute or otherwise;</p> <p>any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
"Employer Pension Contribution Cap"	means the 6% maximum rate of employer pension contribution used in the calculation of the TUPE Risk Premium;
"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"	<p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Core Terms clause 10.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>

"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;
"Equipment Beyond Economic Repair"	see Beyond Economic Repair"
"Estimated Year One Contract Charges"	the anticipated total charges payable by the Buyer in the first Contract Year specified in the Call-Off Order Form
"Estimated Yearly Charge"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 in relation to defaults:</p> <p>i) in the first Contract Year, the Estimated Year 1 Contract Charges; or</p> <p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year;</p> <p>iii) after the end of the Call Off Contract, the largest Charges paid or payable in the last Contract Year during the Call Off Contract Period.</p>
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier[or a Key Subcontractor] in the provision of the Deliverables;
"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 Information"	has the meaning given to it in Paragraph 33.1 of Call Off Schedule10;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under Call Off Schedule 10;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"Fixed Fee TUPE Risk Premium"	<p>means the amount payable on an annual basis based on the difference between:</p> <p>a) the costs to employ Transferring Former Supplier Employees or where the Former Supplier becomes the Supplier those Former Supplier employees providing the Services at the Commencement Date and/or Transferring Buyer Employees (as the case may be); and</p> <p>b) the equivalent costs to employ staff used by the Supplier at Further Competition,</p> <p>in respect of payments due under contracts of employment in respect of the following:</p> <p>i) annual salary;</p>

	<ul style="list-style-type: none"> ii) annual national insurance cost; iii) Annual Pension Cost; iv) annual life insurance cost; v) annual sick pay entitlement; vi) maternity/paternity costs; and vii) any other cost arising directly from the contract of employment of the Transferring Former Supplier Employee and or Transferring Buyer Employee, <p>as set out in paragraph 3 of Call Off Schedule 6 (TUPE Surcharge);</p>
"FOIA"	the Freedom of Information Act 2000 as amended from time to time 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"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Former Supplier"	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"Forward Maintenance Register"	means a schedule of equipment showing its life expectancy, repair and replacement costs based on location, environmental conditions, level

	of maintenance and operational hours to inform a phased replacement programme. It is sometimes known as a PPM survey and is a Register identifying short, medium and long term maintenance requirements and renewal works activities over the course of the maintenance contract, including any hand back obligations where necessary
"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 OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Discount Prices"	means the discounted price as per the Pricing Matrix.
"Framework Expiry Date"	the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total 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 Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Further Competition"	means a competition carried out in accordance with the Further Competition Procedure
"Further Competition Award Criteria"	means the criteria as defined in Annex B of Framework schedule 7.
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Further Competition Mobilisation Cost"	Further Competition Mobilisation Cost is priced, competed and evaluated at Further Competition There is a Buyer option to select the payment term – milestone payments, single payment on completion of mobilisation, payment during first 12 months of contract, or payment through entire contract including an amortisation percentage uplift.

	The standard Mobilisation term is 6 months but is defined at Further Competition stage.
"Further Competition TUPE Risk Premium"	<p>means the amount payable on an annual basis based on the difference between:</p> <p>a) the costs to employ Transferring Former Supplier Employees or where the Former Supplier becomes the Supplier those Former Supplier employees providing the Services at the Commencement Date and/or Transferring Buyer Employees (as the case may be); and</p> <p>b) the equivalent costs to employ staff used by the Supplier at Further Competition,</p> <p>in respect of payments due under contracts of employment in respect of the following:</p> <p>i) annual salary;</p> <p>ii) annual national insurance cost;</p> <p>iii) Annual Pension Cost;</p> <p>iv) annual life insurance cost;</p> <p>v) annual sick pay entitlement;</p> <p>vi) maternity/paternity costs; and</p> <p>vii) any other cost arising directly from the contract of employment of the Transferring Former Supplier Employee and or Transferring Buyer Employee,</p> <p>as set out in paragraph 2 of Call Off Schedule 6 (TUPE Surcharge);</p>
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	<p>a) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Geographical Boundary"	means the geographical boundary coverage areas, using the relevant boundary codes, as stated in Framework Schedule 2
"Goods"	Goods specified in the Order Form that are to be purchased by the Supplier on behalf of the Buyer under a Call-Off Contract excluding any Replacement Equipment.
"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 Executive 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 Buying Standards"	means product specifications in line with the European Commission's Green Public Procurement initiative. The current Government Buying Standards are owned by DEFRA
"Government Data"	<p>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, including any of the Authority's Confidential Information, and which:</p> <p>i) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or</p> <p>b) any Personal Data for which the Authority is the Data Controller;</p>
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Greening Government Commitments"	means the UK policy commitments to greening operations and procurement set by the Department for the Environment, Food and Rural Affairs (DEFRA)
"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;
"HMRC"	Her Majesty's Revenue and Customs;
"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;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <p>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;</p> <p>b) details of the cost of implementing the proposed Variation;</p> <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>

"Inclusive Repair Threshold"	means the financial threshold as specified in the Order Form, under which the costs of individual Reactive Maintenance Works are included in the Baseline Monthly Payment and which it shall apply per event and not, for example, per trade;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"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;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<ul style="list-style-type: none"> a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

"Installation Works"	the decommissioning, removal and disposal of Buyer Equipment, the design, manufacture, ordering, purchase, delivery, installation, testing and commissioning of Replacement Equipment undertaken in accordance with a Call Off Contract;
"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>
"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 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 ;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Roles"	means the roles stated in the Order Form.
"Key Staff"	The Key Staff will fulfil the Key Roles as listed in the Order Form.
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>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</p> <p>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,</p> <p>and the Supplier shall list all such Key Subcontractors in the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>

"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;
"KPI Credits"	any KPI credits specified in Schedule 14 (Key Performance Indicators) as being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more KPIs;
"KPIs"	any key performance indicator applicable to the provision of the Deliverables under the Call-Off Contract (which, where Call-Off Schedule 14 (Key Performance Indicators) is used in this Contract, are referred to in such Schedule);
"Labour Count"	means the total number of Transferring Former Supplier Employees and/or Transferring Employer Employees identified in the Suppliers solution;
"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 Supplier is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"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;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man 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;
"Management Information"	the management information specified in Specified in Framework Schedule 5 (Management Charges and Information);
"MI Failure"	<p>"MI Failure" means when an MI report:</p> <ul style="list-style-type: none"> 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 Nil Return should have been filed);
"MI Reports"	"MI Reports" means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);

"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 Overhead"	has the meaning given to it in Overhead
Mandatory Deliverable Or Mandatory Service	the services as defined in Framework Schedule 1 – Specification that all Suppliers must be capable of providing on this Framework.
"Mandatory Wage"	Means either a) the statutory minimum hourly rate of pay including the National Living Wage and National Minimum Wage as set by the Crown; or b) in the case of a Call-off Contract the introduction of a requirement by the Buyer that the Supplier pay Supplier Personnel a non-statutory minimum hourly rate of pay (such as the Living Wage or London Living Wage as set by the Living Wage Foundation);
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"Milestone"	an event or task described in the Mobilisation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;
"Mobilisation Period"	is a six (6) Month period, following the Start Date, prior to commencement of the Services (unless stated otherwise in the Order Form)
"Mobilisation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Mobilisation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"Monthly Payments"	has the meaning set out in paragraph 1.1.3 of Call Off Schedule 5;
"Monthly TUPE Risk Premium"	has the meaning set out in paragraph 1.2 of Call Off Schedule 5;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"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);
"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-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 Key Subcontractor] for other purposes;
Non Mandatory Service Or Non Mandatory Deliverable	the Services as defined in Framework Schedule 1 – Specification that Suppliers may elect to provide under this Framework.
"Notifiable Default"	
"Occasion of Tax Non – Compliance"	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <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 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;
"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> <ul style="list-style-type: none"> 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; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources 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 manpower grade; and iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; c) Overheads;

	<ul style="list-style-type: none"> 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;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"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);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;

<p align="center">"Overhead"</p>	<p>Overhead includes the following elements.</p> <p>Management Overhead</p> <p>Management Overhead includes, but is not limited to, activities relating to supervisory/management and administration activities of the service delivery. All the requirements within Work Package A must also be accounted for within Management Overhead.</p> <p>Management Overhead is captured at Framework level in the form of a percentage uplift, and forms part of the price evaluation.</p> <p>At Further Competition the Framework rates are used as maximum rates, and bidders are invited to reduce the rates for each specific Further Competition.</p> <p>Corporate Overhead</p> <p>means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor'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 Personnel and accordingly included within limb (a) of the definition of "Costs";</p> <p>Corporate Overhead is captured at Framework level in the form of a percentage uplift, and forms part of the price evaluation. At Further Competition the Framework rates are used as maximum rates, and bidders are invited to reduce the rates for each specific Further Competition.</p>
<p align="center">"Parliament"</p>	<p>takes its natural meaning as interpreted within by Law;</p>
<p align="center">"Party"</p>	<p>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;</p>
<p align="center">"Partial Termination"</p>	<p>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 Core Terms clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);</p>
<p align="center">"Pass Through Costs"</p>	<p>third party costs incurred by the Supplier necessarily in connection with the provision of the Deliverables;</p>
<p align="center">"Payment Index"</p>	<p>is the index identified as such in the Order Form;</p>
<p align="center">"Performance Indicators" or "PIs"</p>	<p>the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);</p>
<p align="center">"Permit to Work"</p>	<p>means a system that is in place where strict controls are required due to the proposed work being identified as having a high risk. The work must be carried out against previously agreed safety procedures, a 'permit-to-work' system;</p>
<p align="center">"Personal Data"</p>	<p>has the meaning given to it in the GDPR;</p>
<p align="center">"Personal Data Breach"</p>	<p>has the meaning given to it in the GDPR;</p>

"Planned Maintenance"	planned maintenance as described in the Specification;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower 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
"Previous Service Month"	is the Service Month (referred to as "n-1") immediately prior to the Service Month "n";
"Pricing Matrix"	means the Fixed Fee Pricing Matrix or Target Cost Pricing Matrix as applicable (each defined in Call-Off schedule 5 (Call-Off Prices));
"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 Core Terms 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 Core Terms clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; 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 c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or 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;
"Project"	means Billable Works that the Buyer elects to treat as a project in accordance with paragraph 4 of Call Off Schedule 4a;
"Project Stage Uplift"	the maximum permitted rate of uplift as set out in the Pricing Matrix;

"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;
"PSA Schedule of Rates"	The PSA Schedule of Rates for Building Works is a rate guide in the construction industry and is the standard document used in public sector construction work.
"Reactive Maintenance Works"	works arising as a result of a failure of an Asset or a service which is in the scope of the Call-Off Agreement (and for the avoidance of doubt are not Small Works or Projects);
"Recall"	a request by the Supplier or manufacturer to return Goods or Replacement Equipment 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 Template) 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 Core Terms clause 10.4.3 (Rectification Plan Process);
"Registers"	the register and configuration database referred to in Paragraph 1.2 of Call Off Schedule 10;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"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 for Justice 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;
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies, and for the purposes of Schedule 6 (TUPE Surcharge) paragraphs 2.1.1 & 2.2.2 only shall include the situation where the Former Supplier becomes the Supplier on the Start Date ;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Start Date, where appropriate;
"Reminder Notice"	a notice sent in accordance with Core Terms clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Equipment"	plant, spare parts, equipment, replacement parts, materials and other items (whether or not reused or reconditioned) supplied by the Supplier in order to deliver construction works, maintenance, repair or replacement Services, but excluding Goods specified in the Order Form (if any);
"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 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 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 Services"	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;
"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;

"Resource Rates"	means those rates set out in the Pricing Matrix;
"Review Report"	has the meaning given to it in Paragraph 6.2 of Call Off Schedule 6;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Call-Off Schedule 13 (Mobilisation 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;
"Schedules"	any attachment to a Framework or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Schedule of Rates"	<p>Labour rates are captured in Framework Schedule 3 – Framework Prices and detail the hourly rates for the different trades the supplier will use to fulfil all Mandatory Services, and Non Mandatory services indicated. Labour rates should be proportionally linked to the Standard Service Rates.</p> <p>Labour rates should take into account all costs involved in supplying that trade, other than Management and Corporate Overhead, and Profit, which will be added when the rates are used.</p> <p>Costs should include but not be limited to: salary, on-costs, employers NI, employers' pension and life insurance, holiday & sickness cover. Materials are not included. Labour rates (£ per hour) will be detailed to show the First Hour (including cost to travel to site) and Subsequent hourly rates for</p> <ul style="list-style-type: none"> · Operational Working Hours · Out of hours Monday to Friday and Saturday am · Out of hours Saturday pm, Sunday and Bank Holidays <p>Labour rates will be used, where appropriate, to price Billable Works, Projects, New Works, and where Work Orders exceed the Inclusive Repairs Threshold, where the works is to be completed by the labour resources allocated to the Call Off Contract.</p>
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call Off Schedule 9, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;
"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;
"Self-Audit Certificate"	<p>means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate) Buyer to provide schedule number which shall be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and must provide assurance that:</p> <ol style="list-style-type: none"> a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports; b) all related invoices are completely and accurately included in the MI Reports;

	<p>c) all Charges to Buyers comply with any requirements under this Framework Contract on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and</p> <p>d) a number of additional sample of public sector orders identified in Framework Schedule 8 (Self Audit Certificate) from the Supplier's order processing and invoicing systems as orders not placed under this Framework Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS</p>
"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 Plan"	means the plan to be provided by the Supplier which details how the Supplier will deliver all elements of the Services to be delivered under the Contract
"Service Bundle"	complementary services that have been bundled together to allow customers to purchase multiple services lines using a bundle price as per the Pricing Matrix.
"Service Month"	each Monthly period (or part of a Month at the start and end of the Contract Period where applicable) during the Contract Period when the Supplier provides Deliverables;
"Service Period"	has the meaning given to it in the Order Form;
"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;
"Sites"	<p>any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <p>a) the Deliverables are (or are to be) provided; or</p> <p>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</p>
"Small Works"	means elective works which are not Projects;
"SME"	<p>"Small and Medium Enterprises" (SME) means an organisation or entity:</p> <p>(a) having less than 250 employees; and</p> <p>(b) having an annual turnover of less than forty million pounds (£40,000,000); or</p> <p>(c) having a balance sheet of less than thirty five million pounds (£35,000,000); and</p>

	<p>(d) is totally independent of other enterprises; or</p> <p>(e) holds less than 25% of the capital or voting rights in one or more other enterprises and other enterprises do not each own more than 25% of its capital or voting rights;</p>
"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;
"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;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p> <p>(b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;</p> <p>(c) the identity of the employer or relevant contracting Party;</p> <p>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</p> <p>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</p> <p>(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;</p> <p>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</p> <p>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</p> <p>(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</p> <p>(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;</p>
"Standards"	any:

	<p>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 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>
"Standard Service"	means delivery of the service to the defined standard as per Framework Schedule 1 – Specification.
"Standard Service Pricing"	means the price to deliver the Standard Service using the rates, as per the Pricing Matrix, per annum.
"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 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 the Supplier related to a Contract
"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;
"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 Brief"	information that the Buyers will provide in order to outline their requirements as per Framework Schedule 7

"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including 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>Information derived from any of the above;</p>
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract but excluding Replacement Equipment;
"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 KPIs; 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 Review Meetings"	has the meaning given to it in Paragraph 2.9 of Framework Schedule 4.
"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's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Target Cost Pricing Matrix"	the spreadsheet setting out details of the Charges which is set out in the Order Form and will be provided by the Buyer at Further Competition;
"Target Costs"	those costs which are recoverable in accordance with this Call-Off Contract where the target cost pricing option is selected in the Order Form;

"Target Price"	the price which is payable where the target cost pricing option is selected in the Order Form;
"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;
"Termination Assistance"	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"	has the meaning given to it in Paragraph 35.1 of Call Off Schedule 10;
"Termination Assistance Period"	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 35.2 of Call Off Schedule 10;
"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 or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	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" 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;
"Tier One Billable Works"	means Billable Works within the associated total estimated value range as set out in the Order Form;
"Tier Two Billable Works"	means Billable Works within the associated total estimated value range as set out in the Order Form;
"Tier Three Billable Works"	means Billable Works within the associated total estimated value range as set out in the Order Form;
"Tier Four Billable Works"	means Billable Works within the associated total estimated value range as set out in the Order Form;
"Total Contract Value"	Has the same meaning as "Charges"
"Transferable Assets"	exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	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"	has the meaning given to it in Paragraph 38.2.1 of Call Off Schedule 10;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;
"Transferring Contracts"	has the meaning given to it in Paragraph 38.2.3 of Call Off Schedule 10.
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.
"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);
"TUPE Count"	means the total number of Transferring Former Supplier Employees and/or Transferring Employer Employees identified in the TUPE Information;
"TUPE Risk Premium"	means either the: a) Direct Award TUPE Risk Premium; b) Further Competition TUPE Risk Premium; or c) Fixed Fee TUPE Risk Premium, as the context requires;
"TUPE Risk Premium Adjustment"	means an adjustment to the Further Competition TUPE Risk Premium;
"TUPE Risk Premium Average"	means the average calculated by dividing the Further Competition TUPE Risk Premium by the lower of either: a) Labour Count; or b) the TUPE Count.
UOM	the applicable unit of measure as defined in Framework Schedule F3 – Framework Prices
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of

	personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Core Terms clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Core Terms clause 24 (Changing the contract);
"Variation Threshold"	has the value set out in the Order Form; Is the value which when exceeded (on an aggregate basis) the Supplier shall be entitled to include the effect the variation(s) has had on other elements of the Call-Off Contract within any impact assessment and the Buyer will consider this as part of the Variation Procedure.
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Waste Hierarchy"	has the meaning given to it in the Waste (England and Wales) Regulations 2011, as amended from time to time;
"Works Arising from Planned Maintenance"	means Reactive Maintenance Works identified by either the Supplier or Buyer which are required to be completed. These works may be identified during Planned Maintenance activities, building fabric inspections, audits or other non-reactive activities.
"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; and
"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.
"Working Hours"	standard hours of business of the Buyer at each Buyer Premises as defined by the Buyer at Further Competition. "Operational Working Hours" shall be construed accordingly.
"Work Order"	means a written instruction by the Buyer to carry out Billable Works.
"Work Package"	a group of Services as defined in Framework Schedule 1 - Specification

JOINT SCHEDULE 11

PROCESSING DATA

1. Only the Relevant Authority can decide what processing of Personal Data a Supplier can do under a Contract and must specify it for each Contract using the template in Annex 1 (Authorised Processing) to this Schedule.

2. The Supplier must only process Personal Data if authorised to do so in Annex 1 (Authorised Processing) by the Relevant Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 to this Schedule.

3. The Supplier must give all reasonable assistance to the Relevant Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- a systematic description of the expected processing and its purpose
- the necessity and proportionality of the processing operations
- the risks to the rights and freedoms of Data Subjects
- the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data

4. The Supplier must notify the Relevant Authority immediately if it thinks the Relevant Authority's instructions breach the Data Protection Legislation.

5. The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Relevant Authority.

6. If lawful to notify the Relevant Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

7. The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- are aware of and comply with the Supplier's duties under this Schedule
- are subject to appropriate confidentiality undertakings with the Supplier or any Sub processor
- are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Relevant Authority or as otherwise allowed by a Contract
- have undergone adequate training in the use, care, protection and handling of Personal Data

8. The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- it has obtained prior written consent of the Relevant Authority
- the Relevant Authority has decided that there are Appropriate Safeguards
- the Data Subject has enforceable rights and effective legal remedies when transferred
- the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred
- where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Relevant Authority meet its own obligations under Data Protection Legislation

- the Supplier complies with the Relevant Authority's reasonable prior instructions about the processing of the Personal Data.

9. The Supplier must notify the Relevant Authority immediately if it:

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

10. Any requirement to notify under Paragraph 9 includes the provision of further information to the Relevant Authority in stages as details become available.

11. The Supplier must promptly provide the Relevant Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 9. This includes giving the Relevant Authority:

- full details and copies of the complaint, communication or request
- reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation
- any Personal Data it holds in relation to a Data Subject on request
- assistance that it requests following any Data Loss Event
- assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office

12. The Supplier must maintain full, accurate records and information to show it complies with this Schedule. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Relevant Authority determines that the processing:

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

13. The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give CCS and each Buyer their contact details.

14. Before allowing any Sub processor to process any Personal Data, the Supplier must:

- notify the Relevant Authority in writing of the intended Sub processor and processing
- obtain the written consent of the Relevant Authority

- enter into a written contract with the Sub processor so that this Schedule applies to the Sub processor
- provide the Relevant Authority with any information about the Sub processor that the Relevant Authority reasonably requires

15. The Supplier remains fully liable for all acts or omissions of any Sub processor.

16. At any time the Relevant Authority can, with 30 Working Days notice to the Supplier, change this Schedule to:

- replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42
- ensure it complies with guidance issued by the Information Commissioner's Office

17. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

ANNEX 1

AUTHORISED PROCESSING

Call-Off Contract:	RM3830
Date:	
Description Of Authorised Processing	Details
Subject matter of the processing	Provision of Facilities Management Services to ORR at 25 Cabot Square
Duration of the processing	For the entire contract duration (currently 2 years)
Nature and purposes of the processing	Managing/Issuing Security passes; Meeting and Visitor management; Managing delivery/pick up of corporate files going to off-site storage.
Type of Personal Data	The main types of data would be names and photographs, when creating staff access passes. Names when doing meeting and visitor management, distributing (but not opening) mail.
Categories of Data Subject	Staff and customers; Corporate files may include staff, customers, suppliers, members of the public.

CALL-OFF SCHEDULE 4

FACILITIES MANAGEMENT

The following facilities management specific provisions shall apply to the Call-Off Contract. If the provisions in this schedule conflict with any Clauses in the Core Terms then the provisions in this schedule shall prevail.

1. BUYER REMEDIES FOR DEFAULT

1.1 Remedies

1.1.1 Without prejudice to any other right or remedy of the Buyer howsoever arising (including under Framework Schedule 6 (Order Form and Call-Off Schedules Template) and subject to the exclusive financial remedy provisions in Paragraph 2.4 of Call-Off Schedule 14 (Key Performance Indicators) and Paragraph 9.1.2 [concerning Delay Payments] of Part A of Call-Off Schedule 13 (Mobilisation Plan and Testing), if the Supplier commits any Default of this Call-Off Contract then the Buyer may (whether or not any part of the Deliverables have been Delivered) do any of the following:

- (a) at the Buyer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Deliverables and carry out any other necessary work to ensure that the terms of this Call-Off Contract are fulfilled, in accordance with the Buyer's instructions;
- (b) where the option to remedy has been provided but the Supplier failed to remedy the Default the Buyer may itself carry out, at the Supplier's expense, any work necessary to make the provision of the Deliverables comply with this Call-Off Contract
- (c) if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):
 - (i) instruct the Supplier to comply with the Rectification Plan Process;
 - (ii) suspend this Call-Off Contract (whereupon the relevant provisions of Clause 10.8 Core Terms (Partially ending and suspending the contract) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Deliverables;
 - (iii) without terminating or suspending the whole of this Call-Off Contract, terminate or suspend this Call-Off Contract in respect of part of the provision of the Deliverables only (whereupon the relevant provisions of Clauses 10.8 Core Terms (Partially ending and suspending the contract) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Deliverables;

1.1.2 Where the Buyer exercises any of its step-in rights under Paragraphs 1.1.1(c)(ii) or 1.1.1(c)(iii), the Buyer shall have the right to charge the Supplier for and the Supplier shall on demand pay any Costs reasonably incurred by the Buyer (including any reasonable administration costs) in respect of the supply of any part of the Deliverables by the Buyer or a third party and provided that the Buyer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Deliverables.

2. PAYMENTS DUE ON TERMINATION

2.1 Upon termination of the Contract by the Buyer in accordance with clause 10.3.2 Core Terms (and for the avoidance of doubt including partial termination under 10.8), the amount that is due for payment will be as set out below:

2.1.1 the Charges for Deliverables which have been properly provided by the Supplier in accordance with the terms of the Contract;

2.1.2 any reasonable and proven direct costs incurred by the Supplier for removing Supplier Equipment and/or demobilising;

2.1.3 any reasonable and proved unrecovered investment costs directly applicable to the provision of the Deliverables, if applicable; and

2.1.4 any other Costs reasonably incurred in expectation of completing the whole of the Services and any amounts retained by the Supplier,

provided that such amounts shall only be recoverable if and to the extent that the Supplier has used all reasonable endeavours to minimise them.

3. SMALL AND MEDIUM SIZED ENTERPRISES ("SMES")

3.1 The Supplier shall take all reasonable steps to engage SMEs as Subcontractors and use best endeavours to ensure that no less than the percentage of the Subcontractors stated in the Order Form are SMEs ("SME Percentage") are SMEs or that a similar proportion of the Deliverables of the service is undertaken by SMEs

3.2 The Supplier shall report to the Buyer on the number of SMEs which it appoints as Subcontractors and the value of the cost of the Deliverables undertaken by those SMEs within its normal reporting procedures.

4. ACCESSED CONTRACTS

4.1 The Supplier acknowledges that the Buyer may from time to time notify the Supplier of contracts ("**Government Frameworks**") which are available to the Buyer and which the Buyer can grant access to the Supplier to use or which the Supplier shall use in connection with the supply of the Deliverables.

4.2 The Supplier will consider the use of the Government Frameworks as part of its provision of the Deliverables and will prior to the Start Date and at reasonable intervals thereafter liaise with the Buyer to agree which Government Frameworks it will actually use in connection with the supply of the Deliverables.

4.3 Where the Buyer and the Supplier agree on the use by the Supplier of a Government Framework then the Buyer shall endeavour to facilitate such use by the Supplier. Any such use by the Supplier shall be as agent on behalf of the Buyer.

4.4 The Supplier shall ensure that all benefits (including volume rebates and enhanced discounts) gained through or in connection with use of a Government Framework shall be passed on for the benefit of the Buyer.

4.5 Where the Supplier intends to use a Government Framework the Supplier shall:

- 4.5.1 act in accordance with such procedures, rules and guidance as the Buyer may from time to time notify the Supplier;
- 4.5.2 with the prior written agreement of the Buyer, directly award a contract to a supplier under the Government Framework or run a further competition to obtain the most economically advantageous offer; and
- 4.5.3 manage all contracts it enters into pursuant to Paragraph 4.5.2 as agent on behalf of the Buyer, and the Supplier's obligations and responsibilities in this regard shall be to:
 - (a) not terminate or otherwise amend the terms of the Accessed Contract or enter into any new or replacement agreements in addition to or in substitution for the Accessed Contract without obtaining the prior written consent of the Buyer;
 - (b) advise the Buyer of the steps to be taken to avoid or mitigate any event which may adversely affect the performance of Accessed Contracts and where required by the Buyer the Supplier shall take such steps;
 - (c) provide to the Buyer such other information as the Buyer may from time to time reasonably require in relation to the performance by the parties pursuant to an Accessed Contract; and
 - (d) notify the Buyer of any changes to the prices charged under the Accessed Contract. For the avoidance of doubt, the Supplier shall not be entitled to negotiate or accept any changes to the price without obtaining the Buyer's prior written consent.

4.6 In addition, at all times in carrying out its obligations and responsibilities under this Paragraph 4 the Supplier shall:

- 4.6.1 comply with all Laws, rules and guidance that apply to the Buyer including, without limitation, public procurement rules;
- 4.6.2 act towards the Buyer dutifully and in good faith, not allow its interests to conflict with the duties that it owes to the Buyer under this Contract and generally to carry out its agency in the way which it thinks best to promote the interests of the Buyer;
- 4.6.3 except as authorised by the Buyer, not act in a way which will incur any liabilities on behalf of the Buyer, nor pledge the credit of the Buyer;
- 4.6.4 comply with all reasonable and lawful instructions from the Buyer from time to time concerning its duties under the Accessed Contracts;
- 4.6.5 describe itself in all dealings with suppliers under Government Frameworks and on all correspondence, marketing and advertising material as the agent of the Buyer;

- 4.6.6 use all reasonable endeavours to ensure that each supplier under an Accessed Contract performs its relevant obligations in accordance with each Accessed Contract; and
- 4.6.7 discharge the obligations of the Buyer under each Accessed Contract (including, where required by the Buyer, making payments thereunder) as though it were the Buyer and in accordance with the terms of each such Accessed Contract.
- 4.7 The parties acknowledge that the Government Frameworks or Accessed Contracts may through the effluxion of time expire or may terminate during the Term. Prior to any Government Framework or Accessed Contract expiring or otherwise terminating where the Supplier receives notice of such termination it shall immediately notify the Buyer of the same.
- 4.8 Throughout and after the Contract Period the Supplier shall indemnify the Buyer and keep the Buyer indemnified against all losses, claims, damages, costs and expenses (including reasonable legal fees) incurred by the Buyer arising from the Supplier's breach of any Government Framework or Accessed Contract and from the acts or omissions of the Supplier which may put the Buyer or another person in breach of any Government Framework.
- 4.9 For the avoidance of doubt, the Supplier shall not be entitled to use any Government Framework or Accessed Contract for its own benefit or for any purpose other than as set out in this Paragraph 4.
- 4.10 The Buyer shall be entitled to terminate this Contract, in accordance with Clause 10.4 Core Terms, if the Supplier breaches any of the provisions of this Clause 4.

5. CONSTRUCTION CONTRACTS

- 5.1 Where a Call Off Contract is a construction contract within the meaning of the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009, the following provisions shall apply to the Deliverables which constitute construction operations:
- 5.2 *Notice of Intention to Pay Less*
- 5.2.1 If the Buyer wants to pay less than the amount specified in an invoice or exercise its rights under Clause 4.6 it must, not less than seven days before the final date for payment of the invoice set out in Clause 4.4, give the Supplier notice that it intends to pay less than the sum invoiced specifying:
- (a) the sum that the Buyer considers to be due and intends to pay under the invoice; and
 - (b) the basis on which that sum is calculated.
- (a "Pay Less Notice")**
- 5.2.2 Where the Buyer has given a notice to pay less in accordance with Paragraph 5.2 the obligation to pay the invoiced sum applies only in respect of the sum specified in that Pay Less Notice.
- 5.3 *Suspension of Performance*

5.3.1 Notwithstanding Clause 5 (the Buyer's obligations to the Supplier) the Supplier may suspend the provision of construction works under S112 of the Construction Act by giving at least seven days' notice (excluding bank holidays) of non-payment stating the grounds relied upon to suspend performance if the Buyer has:

- (a) issued a Pay Less Notice and failed to pay the amount specified in the Pay Less Notice by the final date for payment specified in Clause 4; or
- (b) where no Pay Less Notice has been issued the Buyer has failed to pay the amount specified in an invoice by the final date for payment specified in Clause 4.4

5.4 *Requirement to Adjudicate*

5.4.1 In addition to Core Terms the Clause 34 (Resolving Disputes) the Parties may at any time during a Call Off Contract refer a Dispute to adjudication under Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998/649.

6. REPLACEMENT EQUIPMENT

- 6.1 All Replacement Equipment delivered must be new, or (with the Buyer's written approval at its sole discretion) as new if recycled, reconstructed, unused and of recent origin.
- 6.2 All manufacturer warranties covering the Replacement Equipment must be assignable to the Buyer on request and at no cost.
- 6.3 Unless otherwise required in the Call Off Contract or from time to time by the Buyer, title of the Replacement Equipment shall transfer to the Buyer on completion of the Installation Works requiring the Replacement Equipment.
- 6.4 Unless otherwise agreed by the Buyer in writing the risk in any Replacement Equipment shall remain with the Supplier during the term of the Contract.
- 6.5 The Supplier warrants that title in any Replacement Equipment is capable of transferring to the Buyer in accordance with the provisions of this Paragraph 6.
- 6.6 The Supplier must recall Replacement Equipment where the manufacturer has requested a recall and indemnify the Buyer against the costs of any Recall of the Replacement Equipment and give notice of actual or anticipated action about the Recall of the Replacement Equipment.
- 6.7 The Replacement Equipment must comply with the Framework Schedule 1 (Specification), Call-Off Contract and any additional requirements agreed between the Supplier and the Buyer from time to time.
- 6.8 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Replacement Equipment that the Buyer rejects because it does not conform to this Paragraph 6. If the Supplier doesn't do this, it will pay the Buyer's costs including repair, replacement or re-supply by a third party.

7. INSTALLATION WORKS

- 7.1 The Supplier shall carry out Installation Works in accordance with any installation programme agreed by the Buyer and the Supplier.

- 7.2 The Installation Works shall be executed in the manner set out in the Call Off Contract or, where not so set out, to the reasonable satisfaction of the Buyer, and all work on any Site shall be carried out in accordance with such reasonable directions as the Buyer may give.
- 7.3 The Buyer or an authorised representative or adviser of the Buyer shall have, at all reasonable times and upon giving reasonable notice, the right to inspect the state and progress of the Installation Works and to ascertain whether they are being properly executed.
- 7.4 The Supplier shall carry out the testing and commissioning of the Installation Works in accordance with the testing and commissioning requirements of the Call Off Schedule 13 Part B (Testing).
- 7.5 No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 7.6 Throughout the Call-Off Contract Period, the Supplier shall be responsible for procuring and maintaining (at its own cost) at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

JOINT SCHEDULE 2

VARIATION FORM

CONTRACT DETAILS	
This variation is between:	[insert name of Authority] ("Authority") And [insert name of Supplier] ("the Supplier")
Contract name:	[]
Contract reference number:	[]
DETAILS OF PROPOSED VARIATION	
Variation initiated by:	[Authority/Supplier]
Variation number:	[]
Date variation is raised:	[]
Reason for the variation:	[]
An Impact Assessment shall be provided within:	[X] days
IMPACT OF VARIATION	
Likely impact of the proposed variation:	[]
IMPACT ASSESSMENT REVIEW PERIOD	
An Impact Assessment shall be reviewed within:	[x] days
OUTCOME OF VARIATION	
Contract variation:	This Contract Ref: RM [] is varied as follows: • [insert]
Financial variation:	Original Contract Value: £[insert]
	Additional cost due to variation: £[insert]
	New Contract value: £[insert]

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

Signed by an authorised signatory for and on behalf of the Authority

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

FACILITIES MANAGEMENT MARKETPLACE CONTRACT

JOINT SCHEDULE 3

INSURANCE REQUIREMENTS

2. OBLIGATION TO MAINTAIN INSURANCES

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

3. GENERAL OBLIGATIONS

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

4. FAILURE TO INSURE

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

5. EVIDENCE OF POLICIES

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

6. AGGREGATE LIMIT OF INDEMNITY

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

7. CANCELLATION

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

8. INSURANCE CLAIMS

- 8.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 8.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 6.1 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.

- 8.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 8.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

9. The following insurances should be held in relating to the specific lots. Where a supplier provides Deliverables in more than one lot the Supplier must ensure that it provides the highest level of Required Insurances.

Lots	Insurance requirements
1A	<p>Professional Indemnity 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);</p> <p>Public 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); and</p> <p>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). It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance. Please note this requirement is not applicable to Sole Traders.</p>
1B	<p>Professional Indemnity insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than ten million pounds (£10,000,000);</p> <p>Public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than ten million pounds (£10,000,000); and</p> <p>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). It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance. Please note this requirement is not applicable to Sole Traders.</p>
1C	<p>Professional Indemnity insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than ten million pounds (£10,000,000);</p> <p>Public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than ten million pounds (£10,000,000); and</p> <p>Employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than ten million pounds (£10,000,000). It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance. Please note this requirement is not applicable to Sole Traders.</p>

JOINT SCHEDULE 4

COMMERCIALLY SENSITIVE INFORMATION

10. INTRODUCTION

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

No.	Date	Item(s)	Duration of Confidentiality
1	28 Aug 19	ISS Mediclean Ltd Pricing Matrix V1.8	For the duration of the contract plus 2 years.
2	28 Aug 19	ORR Quality response_ISS 20190828 final	For the duration of the contract plus 2 years.

JOINT SCHEDULE 6

KEY SUBCONTRACTORS

11. KEY SUBCONTRACTORS

- 11.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 11.2 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.
- 11.3 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 and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 11.4. 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:
- 11.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 11.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other Buyers; and/or
 - 11.3.3 the proposed Key Subcontractor employs unfit persons.
- 11.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
- 11.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 11.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 11.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 11.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 11.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
 - 11.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

- 11.5 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 11.4, the Supplier shall also provide:
- 11.5.1 a copy of the proposed Key Sub-Contract; and
 - 11.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 11.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 11.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 11.6.2 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;
 - 11.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 11.6.4 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;
 - 11.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Core Terms Clause 14(Data protection);
 - (b) the FOIA and other access request requirements set out in Core Terms Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) 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
 - (e) the conduct of audits set out in Core Terms Clause 6 (Record keeping and reporting);
 - 11.6.6 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 Core Terms Clause 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 11.6.7 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 7

FINANCIAL DISTRESS

12. INTRODUCTION

12.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Supplier and the consequences of a change to that financial standing.

12.2 The terms of this Schedule shall survive termination or expiry of this Contract.

13. DEFINITIONS

13.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule J1 (Definitions):

- "Financial Distress Event"** the occurrence or one or more of the following events:
- a) the credit rating of the Supplier or any Key Sub-Contractor dropping below the applicable Credit Rating Threshold;
 - b) the Supplier or any Key Sub-Contractor issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
 - c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier[, the Framework Guarantor/ [and Call Off Guarantor] or any Key Sub-Contractor];
 - d) the Supplier or any Key Sub-Contractor] committing a material breach of covenant to its lenders;
 - e) a Key Sub-Contractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
 - f) any of the following:
 - i) commencement of any litigation against the Supplier or any Key Sub-Contractor with respect to financial indebtedness or obligations under a contract;

- ii) non-payment by the Supplier or any Key Sub-Contractor] of any financial indebtedness;
- iii) any financial indebtedness of the Supplier or any Key Sub-Contractor becoming due as a result of an event of default; or
- iv) the cancellation or suspension of any financial indebtedness in respect of the Supplier or any Key Sub-Contractor,

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with any Call Off Contract;

"Credit Rating Threshold"

the minimum credit rating level for the Supplier [as set out in Annex 2 and for each Key Sub-Contractor (if applicable)]; and

"Financial Distress Service Continuity Plan"

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with each Call Off Contract in the event that a Financial Distress Event occurs;

the rating agencies listed in Annex 1.

14. CREDIT RATING AND DUTY TO NOTIFY

- 14.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Supplier by each of the Rating Agencies are as set out in Annex 2.
- 14.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for the Supplier .
- 14.3 If there is any downgrade credit rating issued by any Rating Agency for either the Supplier the Supplier shall ensure that the Supplier’s auditors (as the case may be) thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Supplier as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

A is the value at the relevant date of all cash in hand and at the bank of the Supplier;

- B is the value of all marketable securities held by the Supplier determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Supplier; and
- D is the value at the relevant date of the current liabilities of the Supplier.

14.4 The Supplier shall:

- 14.4.1 regularly monitor the credit ratings of the Supplier and each Key Subcontractor with the Rating Agencies; and
- 14.4.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or Key Subcontractor Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event or a Key Subcontractor Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event, the Key Subcontractor Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event or a Key Subcontractor Financial Distress Event).

- 14.5 For the purposes of determining whether a Financial Distress Event has occurred, the credit rating of the Supplier, the or relevant Key Subcontractor] (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Supplier or relevant Key Subcontractor (as the case may be) at or below the applicable Credit Rating Threshold.

15. CONSEQUENCES OF A FINANCIAL DISTRESS EVENT

- 15.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 15.3 to 15.6.
- 15.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 15.3 without first giving the Supplier ten (10) Working Days to:
 - 15.2.1 rectify such late or non-payment; or
 - 15.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.
- 15.3 The Supplier shall and/or any relevant Key Subcontractor shall):
 - 15.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the

continued performance and delivery of the Deliverables in accordance each Call-Off Contract; and

- 15.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 15.3.1) that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with each Call-Off Contract:
- (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan 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); and
 - (b) provide such financial information relating to the Supplier as CCS may reasonably require.
- 15.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 15.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 15.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 15.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance and delivery of the Deliverables in accordance with each Call-Off Contract;
 - 15.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 15.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 15.5 and 15.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 15.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 15.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 15.6.
- 15.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

16. TERMINATION RIGHTS

- 16.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
 - 16.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 14.4;
 - 16.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 15.3 to 15.5; and/or
 - 16.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 15.6.3.

17. PRIMACY OF CREDIT RATINGS

- 17.1 Without prejudice to the Supplier's obligations and CCS' rights and remedies under Paragraph 15, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - 17.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 15.3 to 15.6; and
 - 17.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 15.3.2(b).

ANNEX 1: RATING AGENCIES

Dun and Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	D&B Threshold

Part 2: Lot Specific Credit Rating Threshold

Lot 1A

Entity	Credit Rating Threshold
Supplier	40

Lot 1B

Entity	Credit Rating Threshold
Supplier	55

Lot 1C

Entity	Credit Rating Threshold
Supplier	75

Lot 2

Entity	Credit Rating Threshold
Supplier	75

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: LIST OF TRANSPARENCY REPORTS

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Call-Off Contract Charges]	[]	[]	[]
[Key Subcontractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

CALL-OFF SCHEDULE 2

STAFF TRANSFER

1. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the 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.

2. APPLICATION OF THIS SCHEDULE

The Parts of this Schedule which shall apply to the Contract are specified in the Buyer Contract Details.

***PART B: STAFF TRANSFER AT START DATE – TRANSFER FROM FORMER SUPPLIER ON
REPROCUREMENT (OPTIONAL)***

1. RELEVANT TRANSFERS

- 1.1 The Buyer and the Supplier agree that:
- 1.1.1 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
 - 1.1.2 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.
- 1.2 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, PAYE, national insurance contributions and pension contributions.

2. FORMER SUPPLIER INDEMNITIES

- 2.1 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 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;
- 2.2 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.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Subcontractor pursuant to the Employment Regulations then:
- 2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;
 - 2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

- 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 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 of any of the Former Supplier's employees referred to in Paragraph 2.3.

- 2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:
- 2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Subcontractor; or
- 2.4.2 that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure.
- 2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.
- 2.6 If the Supplier and/or any Subcontractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

- 3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of 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.
- 3.2 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.
- 3.3 The 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, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. INFORMATION

The Supplier 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 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. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

- 5.1 The Supplier 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) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 5.2 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 Change Control Procedure.

6. PROCUREMENT 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's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. PENSIONS

- 7.1 The Supplier shall comply with:
- 7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and
 - 7.1.2 the provisions in Part D: Pensions.

PART C: NO STAFF TRANSFER ON START DATE (OPTIONAL)

8. PROCEDURE IN THE EVENT OF TRANSFER

- 8.1 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.
- 8.2 Subject to Paragraphs 1.3, 1.4 and 1.5, 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 then:
- 8.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 8.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 8.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 8.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;
- and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:
- (a) the Buyer will 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; and
 - (b) the Buyer will 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.
- 8.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
- 8.3.1 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 relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - 8.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure
- 8.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 8.5 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.

9. PROCUREMENT 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

10. DEFINITIONS

In this Part D, the following words have the following meanings and they shall supplement Schedule J1: Definitions, and shall be deemed to include the definitions set out in the Annexes:

- "Actuary"** a Fellow of the Institute and Faculty of Actuaries;
- "Admission Agreement"** means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
- "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
- (b) 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,
- and **"Broad Comparability"** shall be construed accordingly;
- "CSPA"** the schemes as defined in Annex D1 to this Part D;
- "Fair Deal Employees"** those:
- (a) Transferring Buyer Employees; and/or
- (b) Transferring Former Supplier Employees; and/or
- (c) 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 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;
- (d) where the Former Supplier becomes the Supplier those employees;
- who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection

in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes"	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
"Fund Actuary"	means Fund Actuary as defined in Annex D3 to this Part D;
"LGPS"	the schemes as defined in Annex D3 to this Part D;
"NHSPS"	the schemes as defined in Annex D2 to this Part D;
"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">(a) any amendments to that document immediately prior to the Relevant Transfer Date; and(b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and
"Statutory Schemes"	means the CSPS, NHSPS or LGPS.

11. PARTICIPATION

- 11.1 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.
- 11.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, 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.
- 11.3 The Supplier undertakes:
- 11.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 11.3.2 subject to paragraph 6 of Annex D3 LGPS of this Part D and Schedule 6 the TUPE Surcharge, 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.

12. PROVISION OF INFORMATION

12.1 The Supplier undertakes to the Buyer:

- 12.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
- 12.1.2 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).

13. INDEMNITIES

13.1 The Supplier undertakes to the Buyer to 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 arising 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 and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

13.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Subcontractor from and against all Losses suffered or incurred by it or them which arise from 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:

- 13.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
- 13.2.2 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 this Contract.

13.3 The indemnities in this Part D and its Annexes:

- 13.3.1 shall survive termination of this Contract; and
- 13.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

14. DISPUTES

14.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries 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:

- 14.1.1 who will act as an expert and not as an arbitrator;
- 14.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and

- 14.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

15. THIRD PARTY RIGHTS

- 15.1 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.
- 15.2 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.

16. BREACH

- 16.1 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:
- 16.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
- 16.1.2 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.

17. TRANSFER TO ANOTHER EMPLOYER/ SUB- CONTRACTORS

- 17.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Subcontractor shall:
- 17.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
- 17.1.2 procure that the employer to which the Fair Deal 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 Employees so transferred to the New Employer.

18. PENSION ISSUES ON EXPIRY OR TERMINATION

The provisions of Part E: Staff Transfer on Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

19. BROADLY COMPARABLE PENSION SCHEMES

19.1 If either:

19.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or

19.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Subcontractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme 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.

19.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Subcontractors shall):

19.2.1 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 covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

19.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

19.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority 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 Employee that remain eligible for New Fair Deal protection following a Service Transfer;

19.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal 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;

19.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal 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 relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should

the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier; and

- 19.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

PART E: STAFF TRANSFER ON EXIT (MANDATORY)

1. PRE-SERVICE TRANSFER OBLIGATIONS

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

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

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement 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).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 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.
- 1.5 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 assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):
- 1.5.1 not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
 - 1.5.2 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
- 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer(acting reasonably));
- 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
- 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
- 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

- 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement 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 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:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally

made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.

- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement 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.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then.
 - 2.5.1 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;
 - 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor;
 - 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment;
 - 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

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

- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
 - 2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity

or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

- 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement 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.
- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any 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, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

CALL-OFF SCHEDULE 3

CONTINUOUS IMPROVEMENT

1. GENERAL

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

2. CONTINUOUS IMPROVEMENT

- 2.1 The Supplier shall, 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.
- 2.2 The Supplier shall adopt a policy of continuous improvement in relation to the Deliverables pursuant to which it will regularly review with the Buyer the Deliverables and the manner in which it is providing the Deliverables 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 will provide to each other any information which may be relevant to assisting in fulfilling these objectives.
- 2.3 Without limiting 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 shall include, as a minimum, proposals in respect of the following:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 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);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and Buyer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains pertaining to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 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.
- 2.5 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. If this revised Continuous Improvement Plan is also rejected the Supplier shall provide a second revised Continuous Improvement Plan for approval. Should this second

revised Continuous Improvement Plan not be approved the Parties may refer this to the Dispute Resolution Process.

- 2.6 Where a Continuous Improvement Plan is Approved, it shall constitute the Continuous Improvement Plan for the purposes of this Contract.
- 2.7 The Supplier shall provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.8 If the Buyer wishes to incorporate any improvement into this Contract, it shall request a Variation in accordance with the Variation Procedure and the Supplier shall implement such Variation at no additional cost to the Buyer or CCS.
- 2.9 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph **Error! Reference source not found.**:
 - 2.9.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.9.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.10 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.
- 2.11 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.12 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.
- 2.13 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 4A

BILLABLE WORKS AND PROJECTS

8. INTRODUCTION

- 8.1 This schedule prescribes the procedure, calculations and rates to be used by the Buyer and Supplier when assessing the Charges for Work Orders.

9. BILLABLE WORKS

- 9.1 All Billable Works shall be authorised in accordance with the Billable Works and Approvals Process. The Buyer may at its discretion require Billable Works to be:
- 9.1.1 managed and executed by the Supplier;
 - 9.1.2 managed by a third party nominated by the Buyer and executed by the Supplier;
 - 9.1.3 managed by the Supplier and executed by any third party nominated by the Buyer.
- 9.2 Any estimate/quotation for Billable Works shall breakdown the costs in the categories below:
- 9.2.1 labour;
 - 9.2.2 parts;
 - 9.2.3 replacement Assets;
 - 9.2.4 materials;
 - 9.2.5 profit;
 - 9.2.6 relevant Billable Works Management Uplift (which includes Overhead); and
 - 9.2.7 such other applicable cost categories as the Buyer may notify to the Supplier from time to time.

10. QUOTATION AND TENDERS FOR BILLABLE WORKS

- 10.1 Where the Buyer gives instructions to the Supplier to manage and/or execute Billable Works according to applicable value thresholds:
- 10.1.1 Tier One Billable Works shall be managed and executed by the Supplier. Where the Billable Works are to be delivered directly by the Supplier, the Supplier shall provide an estimate of costs in accordance with the rates set out in Call Off Schedule 5 – (Call-Off Pricing) or P.S.A. Schedule of Rates if requested by the Buyer. Where Works are to be undertaken by others, the Supplier shall provide at least one written quotation. The Supplier shall not commence any Tier One Billable Works until approval has been granted by the Buyer to proceed to completion.
 - 10.1.2 Tier Two Billable Works shall be managed and/or executed by the Supplier. Where instructed by the Buyer, the Supplier shall obtain at least three written quotations. The Supplier shall not commence any Tier Two Billable Works until approval has been granted by the Buyer to proceed to completion.
 - 10.1.3 Tier Three Billable Works shall be managed and/or executed by the Supplier. Where instructed by the Buyer, the Supplier shall obtain at least three formal

tenders under the defined procurement process as agreed between the Supplier and the Buyer from time to time. The Supplier shall not commence any Tier Three Billable Works until approval has been granted by the Buyer to proceed to completion.

10.1.4 Tier Four Billable Works shall be managed and/or executed by the Supplier. Where instructed by the Buyer, the Supplier shall obtain at least five formal tenders under the Supplier's defined procurement process. The Supplier shall not commence any Tier Four Billable Works until approval has been granted by the Buyer to proceed to completion.

10.2 The Supplier shall seek prior written approval from the Buyer prior to proceeding to provide any Billable Works with the exception of:

10.2.1 Billable Works up to the value specified in the Order Form; or

10.2.2 Billable Works required as a consequence of a Business Critical Event,

and the Buyer shall not unreasonably withhold approval to the costs associated with such Billable Works; however the Supplier shall retrospectively commence the relevant approval process set out in paragraph 10.1 by the next Working Day and complete such process as soon as reasonably practicable.

10.3 Where Billable Works arise as a result of any:

10.3.1 Reactive Maintenance Works where the costs exceed the Inclusive Repair Threshold;

10.3.2 Works that are Small Works; or

10.3.3 Works arising from Planned Maintenance

the Billable Works shall not proceed until an instruction is received from the Buyer in writing or via the CAFM System.

10.4 Quotations for Billable Works may include the Billable Works Management Uplift (if applicable) as per the rates submitted in the Pricing Matrix.

10.5 If Billable Works are aborted by the Buyer prior to completion, any claim for costs up to the point of it being aborted shall be limited to costs actually, reasonably and properly incurred and they shall be evidenced as part of any quote for the Buyer to consider.

11. PROJECTS

11.1 If the Buyer decides at its sole discretion that the scope of any Billable Works are such that they require a defined management approach such that the RIBA "Plan of Work" management principles shall apply then the Billable Works will be deemed to be a Project.

11.2 If it is deemed as a Project, the Project Stage fee will apply as stated in the Pricing Matrix.

11.3 It is agreed that the Project Stage fee shall always be applied to the value of a Project prior to any profit.

11.4 If a Project is aborted by the Buyer prior to completion, if applicable, the relevant Project Stage Uplift will be applied up to the point at which it is aborted based on the agreed estimated cost of the Project.

- 11.5 The Supplier shall provide evidence of the resource allocation required to provide any Project at the time of quotation or tender and such associated costs must be agreed as acceptable by the Buyer prior to any Works which are part of a Project commencing.

12. INCLUSIVE REPAIR THRESHOLD

- 12.1 The Supplier shall note that with the exception of emergencies or Business Critical Events, no activity with a value in excess of the agreed Inclusive Repair Threshold shall be undertaken without a Work Order.
- 12.2 Where the costs of Reactive Maintenance Works exceed the Inclusive Repair Threshold, only the cost above this value shall be billed to the Buyer through the approval process as detailed in the Billable Works and Approvals Process.
- 12.3 The Supplier shall supply and install all parts associated with Reactive Maintenance Works at its own cost. The Supplier shall note that, for the avoidance of doubt, this requirement includes the replacement of entire Assets as well as component part of Assets where replacement is deemed appropriate.
- 12.4 The Supplier shall maximise the benefits of its own buying power by being granted access to and exploring other CCS frameworks and benchmarking against these before looking to their own supply agreements to offer the most advantageous commercial position to the Buyer to ensure value for money. Any negotiated discounts applied against current trade price levels shall be passed to the Buyer in full. Where appropriate the Supplier shall utilise the Buyer's parts agreements, where any such agreements exist.
- 12.5 The Supplier shall source parts at the most cost effective terms having regard to quality and delivery time requirements. The Supplier and the Buyer shall agree in advance the use of refurbished parts where they are deemed to be cost beneficial without any loss of service or as required in order to achieve required return to full operational service.
- 12.5.1 In the event of emergencies or Business Critical Events, the Supplier may proceed with remedial action without prior approval from the Buyer. The Supplier shall seek formal approval from the Buyer by email and/or telephone as soon as is operationally possible, and shall keep the Buyer advised at all times on the technical and financial status of the task. The Buyer shall not unreasonably withhold approval of costs arising from emergencies and Business Critical Events; however the Supplier shall retrospectively commence the relevant approval process set out in paragraph 10.1 by the next Working Day and complete such process as soon as reasonably practicable.
- 12.6 Where works fall into the following categories, they are exclusions to Inclusive Repair Threshold and charges will be subject to review and agreement between the Supplier and the Buyer during Monthly contract performance meetings. Where charges apply, they will be considered via the Billable Works and Approvals Process. This will include but not be limited to:

- 12.6.1 Equipment Beyond Economic Repair, where costs, excluding management overhead and profit, exceed the Inclusive Repair Threshold;
 - 12.6.2 misuse of an Asset and/or abuse of an Asset where this can be proven by the Supplier;
 - 12.6.3 vandalism;
 - 12.6.4 damage or failure if due to continued use by the Buyer or building user after fault has been diagnosed and the Supplier has advised the Buyer not to use the Asset;
 - 12.6.5 the building user not following the Buyer or manufacturer's operating procedural standards;
 - 12.6.6 other unapproved suppliers repairing Assets;
 - 12.6.7 water or cleaning fluid damage due to incorrect cleaning procedures by building users;
 - 12.6.8 damage or failure due to electrical supplies being interrupted or altered by others;
 - 12.6.9 access denied to the Supplier where access had been agreed and prearranged;
 - 12.6.10 buyer specifies a price variation;
 - 12.6.11 fire, leaks, act of god, storm damage, floods or similar force majeure; unless caused by an act or failure of the Supplier;
 - 12.6.12 Billable Works;
 - 12.6.13 that part of the cost of the Reactive Maintenance Works for an event which exceeds the Inclusive Repair Threshold; and
 - 12.6.14 operator error by a building user, where this can be proven by the Supplier.
- 12.7 The above listed works include works arising from Planned Maintenance.
- 12.8 A schedule of works arising from events listed in paragraph 12.6 above shall be provided to the Buyer on a monthly basis and payment will be made through the defined approval process as agreed between the Buyer and the Supplier.

CALL-OFF SCHEDULE 5

CALL-OFF PRICING

PART A - FIXED FEE PRICING

THIS PART OF THIS SCHEDULE SHALL APPLY WHERE THE FIXED PRICING OPTION IS SELECTED IN THE ORDER FORM.

1. CALCULATION OF THE CHARGES

1.1 The fixed fee Charges shall be:

- 1.1.1 calculated on the basis of the rates and prices specified in the Fixed Fee Pricing Matrix as submitted at Further Competition, and based on the principles in Annex 1 ;
- 1.1.2 paid in respect of Service Months for full and proper performance by the Supplier of its obligations under the Call-Off Contract; and
- 1.1.3 paid by way of monthly payments ("**Monthly Payments**") which shall be calculated in accordance with paragraph 1.2 below.

1.2 Subject to paragraphs 1.3 and 1.4 below, the Monthly Payment (MP_n), in respect of a Service Month "n" shall be calculated in accordance with the following formula:

$$MP_n = BMP_n + PTC_{n-1} + WO_{n-1} + TRP_{n-1} - PA_{n-1}$$

where:

- MP_n is the Monthly Payment to be determined in respect of the Service Month "n";
- BMP_n is the Baseline Monthly Payment for Service Month "n" which is calculated in accordance with paragraph 2 below;
- PTC_{n-1} is the Pass Through Costs due in respect of the Previous Service Month which is calculated in accordance with paragraph 3 below;
- WO_{n-1} is the total price for Work Orders which have been completed in the Previous Service Month which shall be calculated in accordance with paragraph 4 below;
- TRP_{n-1} is the monthly TUPE risk premium payable for the Previous Service Month calculated in accordance with Call-Off Schedule 6 (TUPE Surcharge) ("**Monthly TUPE Risk Premium**") and
- PA_{n-1} is the KPI Credit in respect of the Previous Service Month set off against the Earn Back Amount due (if applicable) for the current Service Month (or

where the Order Form states that KPIs are not applicable then PA_{n-1} shall be deemed to be £0).

- 1.3 The Monthly Charge due in the final Service Month during the Contract Period will be calculated in accordance with the following formula which will supersede the formula in paragraph 1.2 above (and all terminology used in the following formula will have the same meaning as provided for in paragraph 1.2 above):

$$MP_n = BMP_n + PTC_{n-1} + WO_{n-1} + TRP_{n-1} - (2 \times PA_{n-1})$$

- 1.4 Following the final Service Month during the Contract Period a balancing payment will be calculated to account for:

- 1.4.1 the KPI Credit calculated in respect of the final Service Month;
- 1.4.2 the Pass Through Costs incurred within the final Service Month;
- 1.4.3 the Monthly TUPE Risk Premium payable in respect of the final Service Month;
- 1.4.4 any Earn Back Amount payable in respect of the final Service Month; and
- 1.4.5 the total price for Work Orders which have been completed in the final Service Month,

and such balancing payment will be paid to, or deducted from, the sums due to the Supplier following the assessment of the Supplier's performance in the final Service Month.

- 1.5 The Baseline Monthly Payment shall include all costs and expenses relating to the Deliverables and/or the Supplier's performance of its obligations under this Call-Off Contract and no further amounts shall be payable by the Buyer to the Supplier in respect of such performance except in relation to any amounts which are expressly recoverable as part of a Work Order payment or Pass Through Cost.

2. BASELINE MONTHLY PAYMENT

- 2.1 The baseline monthly payment ("**Baseline Monthly Payment**") payable in respect of a Service Month shall be set by reference to the Fixed Price Pricing Matrix as submitted at Further Competition.

3. PASS THROUGH COSTS

- 3.1 Where the Order Form indicates that the Supplier is entitled to claim Pass Through Costs then:
- 3.1.1 only those types of Pass Through Costs set out in the Order Form shall be recoverable;
 - 3.1.2 the Pass Through Costs shall only be recoverable where they are incurred in accordance with the guidelines that the Buyer may issue to the Supplier from time to time;

- 3.1.3 the Supplier shall not be entitled to charge any additional amount on top of the Pass Through Costs including any margin, mark up or uplift costs; and
- 3.1.4 any claim for Pass Through Costs shall be supported by such documentation as the Buyer may request from time to time.

4. WORK ORDERS

- 4.1 The price for Work Orders shall be calculated using the mechanism set out in Schedule 4A (Billable Works & Projects).

5. INDEXATION

- 5.1 Any amounts or sums in this Call-Off Contract which are expressed in the Order Form to be "subject to Indexation" shall be adjusted in accordance with the provisions of this Paragraph 5 to reflect the effects of inflation.
- 5.2 Where Indexation applies, the relevant adjustment shall be:
 - 5.2.1 applied on the dates set out in the Order Form (each such date an "**Adjustment Date**"); and
 - 5.2.2 determined by multiplying the relevant amount or sum by the percentage increase or changes in the Payment Index published since the previous Adjustment Date.
- 5.3 Except as set out in this Paragraph 5, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Subcontractors of the performance of their obligations.
- 5.4 If the Payment Index has not been published for the relevant month as required for this calculation then the last published value of the index available at the Adjustment Date shall be used.
- 5.5 Where the Payment Index is no longer published, the Buyer and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

6. PRICING FOR VARIATIONS

- 6.1 In addition to the process outlined in paragraph 24 of the Core Terms, any change in the Charges in relation to a change in the number of buildings within the Buyer Premises or changes to a Deliverable within a building, shall be aligned with and shall use the rates and prices set out in the Fixed Fee Pricing Matrix as submitted at Further Competition.
- 6.2 Where any variation to the fixed fee Charges results in the Variation Threshold being exceeded, the Supplier shall be entitled to include the effect this has had on other elements of the Call-Off Contract within any impact assessment which is provided as part of any associated Variation Procedure. The Buyer will consider this as part of the Variation Procedure.

6.3 The Supplier is responsible for ensuring that a Service and/or Asset data validation exercise is undertaken and completed during the Mobilisation Period to verify the Due Diligence Information, all costs associated with this shall be borne by the Supplier. Call-Off Pricing revisions for any / all inaccuracies in the Due Diligence Information identified outside of the Mobilisation Period are not permitted.

6.3.1.1 Notwithstanding Clause 2.8, where inaccuracies in the Service or Asset data provided by the Buyer prior to signature of a Call-Off Contract are identified by the Supplier during the Call-Off Contract Mobilisation Period and could not reasonably be discovered prior to entering into the Call Off Contract, the following shall apply:

6.3.1.2 Where Mandatory Services under a Call-Off Contract have been priced in accordance with the maximum Framework Price unit-of-measure rate (i.e. the capped rate) under Framework Schedule 3, the Supplier may, using the Variation procedure, request an adjustment to the Call-Off Contract pricing where the Supplier can present written evidence that the Standard Service Pricing classification for the Service, which was provided by the Buyer prior to entering into the Call-Off Contract, was incorrect;

6.3.1.3 Where Mandatory Services under a Call-Off Contract have been priced beneath the maximum Framework Price unit-of-measure rate under Framework Schedule 3 (i.e. a more competitive rate has been submitted by the Supplier based on data provided at Call Off) , the Supplier may, using the Variation procedure, request an adjustment to the Call-Off Contract pricing where the Supplier can present written evidence that the Due Diligence Information provided by the Buyer prior to entering into the Call-Off Contract contained inaccuracies that led to incorrect pricing by the Supplier. Where a variation is agreed the Call Off price shall not exceed the capped unit-of-measure rates provided at Framework; and

6.3.1.4 Where Non-Mandatory Services are ordered under a Call-Off Contract (i.e. prices for Services where no Framework Contract Pricing unit-of-measure rate applies) the Supplier may, using the Variation procedure, request an adjustment to the Call-Off Contract pricing where the Supplier can present written evidence that the Due Diligence Information provided by the Buyer prior to entering into the Call-Off Contract contained inaccuracies that led to incorrect pricing by the Supplier.

7. CHANGES TO MINIMUM/LIVING WAGE

7.1 Notwithstanding Clause 24.5 (Change in Law), where the Supplier can provide evidence in the form of an Impact Assessment that a percentage increase to the Mandatory Wage in a given period has exceeded any percentage increase for the same period in the Payment

Index detailed in the Order Form, the Supplier may request an increase in the Charges by using the Variation process under Clause 24

- 7.2 Suppliers must include in their Impact Assessment evidence of the:
- 7.2.1 Supplier Personnel affected by the Mandatory Wage Increase and the Services that they provide;
 - 7.2.2 affected Supplier Personnel's current hourly rate of pay; and
 - 7.2.3 the number of hours worked by each of the affected Supplier Personnel.
- 7.3 The Buyer is not required to accept the Variation request under this Paragraph 7 and must not accept any variation request that:
- 7.3.1 exceeds the difference between the Indexation Rate and the current Mandatory Wage rate increase for each member of the Supplier Personnel affected by the Mandatory Wage increase;
 - 7.3.2 seeks to increase the Charges which go beyond the Services affected by the Mandatory Wage increase; and
 - 7.3.3 increases the Charges in respect of those Supplier Personnel on an hourly rate already in excess of the Mandatory Wage (whether or not to maintain differentials between the affected Supplier Personnel and higher paid Supplier Personnel).

8. INVOICING

- 8.1 In addition to its obligations in clause 4 in the Core Terms (Price and payments) the Supplier shall ensure that each invoice it prepares in relation to the Charges:
- 8.1.1 specifies the period to which the invoice relates;
 - 8.1.2 specifies the Deliverables to which the invoice relates;
 - 8.1.3 sets out the calculations used to reach the amount of the Charges that are being invoiced;
 - 8.1.4 separately itemises any expense or taxes said to be payable by the Buyer; and
 - 8.1.5 specifies the Supplier's VAT code.
- 8.2 The Supplier shall prepare a draft of each invoice and supporting information for each Service Month and submit it to the Buyer within 14 days (or such other period as the Buyer agrees) following the start of the Service Month. Following receipt of such draft invoice the Buyer shall be entitled to reject it where it does not comply with the requirements of this Call-Off Contract. The Supplier will promptly respond to any queries that the Buyer has in relation to a draft invoice. If the Buyer approves the invoice (such approval not to be unreasonably withheld) then it will notify the Buyer and the Buyer shall be entitled to prepare a final form

of that invoice in the approved form. The Supplier shall only be entitled to issue and the Buyer shall not be obliged to pay for any final form invoice which has been issued in accordance with this Call-Off Contract and specifically this procedure.

PART B - TARGET COST PRICING

THIS PART OF THIS SCHEDULE SHALL APPLY WHERE THE TARGET COST PRICING OPTION IS SELECTED IN THE ORDER FORM.

1. CALCULATION OF THE CHARGES

1.1 The target cost Charges shall be:

- 1.1.1 calculated on the basis of the rates and prices specified in the Target Cost Pricing Matrix as submitted at Further Competition;
- 1.1.2 paid in respect of Service Months for the costs incurred by the Supplier of its obligations under the Call-Off Contract; and
- 1.1.3 paid by way of Monthly Payments which shall be calculated in accordance with paragraph 2 below.

1.2 In addition to the target cost Charges, the Supplier shall be entitled to raise an invoice in each Service Month, for Work Orders it has completed in the previous Service Month and such Charges shall be calculated in accordance with paragraph 5 below.

2. TARGET COSTS

2.1 The Supplier shall only be entitled to recover costs under this paragraph in respect of:

- 2.1.1 direct employment costs of people employed by it;
- 2.1.2 direct costs of materials supplied by it in connection with provision of the Deliverables;
- 2.1.3 deliverables which are sub-contracted; and
- 2.1.4 any equipment required for the provision of the Deliverables (including any amounts paid for hired equipment and an amount for the use of equipment owned by the Supplier which is the amount the Supplier would have paid if the equipment had been hired).

2.2 The Supplier shall not be entitled to recover, as part of its cost assessment (or recover on any other basis) any of the following:

- 2.2.1 costs which are not justified by the Supplier's accounts and records;
- 2.2.2 costs which should not have been paid to a Subcontractor or the Supplier in accordance with the Call-Off Contract;
- 2.2.3 cost of materials or resources not used to provide the Deliverables;

- 2.2.4 amounts in respect of events which the supplier is required to insure under this Call-Off Contract or other amounts paid by the Supplier to insurers;
- 2.2.5 costs for preparation for and conduct of formal dispute resolution proceedings.

3. TARGET PRICE

- 3.1 The Target Price shall be as set out in the Target Price Pricing Matrix as submitted at Further Competition and the maximum margin which can be added to the Target Costs in order to calculate the Target Price shall be capped at the maximum percentage set out in the Order Form.

4. PAYMENT OF TARGET COST AND TARGET PRICE

- 4.1 In respect of the Deliverables provided on a target price basis in a Service Month "n":
 - 4.1.1 the Supplier shall calculate the amount claimed in respect of such Service Month which shall include:
 - 4.1.1.1 the costs incurred for such Deliverables in the Service Month;
 - 4.1.1.2 the KPI Credit due in respect of the Deliverables provided in the Previous Service Month set off against the Earn Back Amount due (if applicable) for the current Service Month (or where the Order Form states that KPIs are not applicable then PA_{n-1} shall be deemed to be £0).
 - 4.1.2 submit a claim to the Buyer for the amount claimed within 14 days following the end of the Service Month n (any costs not claimed by such date shall not be eligible for claim in that Service Month and instead should be submitted in the following Service Month);
 - 4.1.3 the Supplier shall state the basis on which all amounts claimed are calculated and provide all such evidence as the Buyer may request from time to time and without limit the Supplier shall provide:
 - 4.1.3.1 evidence of hours worked;
 - 4.1.3.2 proof that payments have been made;
 - 4.1.3.3 evidence that the costs correspond with the Deliverables provided;
 - 4.1.3.4 equivalent evidence for any costs incurred by any Subcontractors;
 - 4.1.3.5 such other records as stated in the Order Form.
 - 4.1.4 all costs claimed by the Supplier shall be calculated at open market or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered;
 - 4.1.5 if the Buyer intends to pay less than the claimed amount, it shall notify the Supplier not later than 7 days before the due date for payment of that amount

by stating the amount considered to be due and the basis upon which that sum is calculated;

- 4.1.6 the Buyer shall not withhold payment of a claimed amount unless it has notified the Supplier in accordance with paragraph 4.1.5 above; and
 - 4.1.7 the maximum amount which can be claimed by the Supplier shall be capped at the Target Price; and
 - 4.1.8 where the actual costs incurred are less than the agreed Target Cost than the actual price paid shall be assessed in accordance with paragraph 4.2 below.
- 4.2 Following the completion of Deliverables provided on a target price basis, the Buyer shall assess the total price to be paid and it shall be calculated in accordance with the following table:

Customer to amend table based on requirements, this may include adding or deleting rows to amend share lines and provide cap on pain / gain

Costs actually incurred	Price to be paid to the Supplier
Greater than 125% of the Target Cost and less than [insert percentage e.g. 125] % of the Target Cost	Target Price plus [insert percentage e.g. 10] % of the difference between the Target Cost and the actual costs.
Greater than 100% of the Target Cost and less than [insert percentage e.g. 125] % of the Target Cost	Target Price plus [insert percentage e.g. 50] % of the difference between the Target Cost and the actual costs.
Equal to or greater than £ [insert target cost]	100% of agreed Target Price
Less than 100% of the Target Cost and more than [insert percentage e.g. 90] % of the Target Cost	Target Price less [insert percentage e.g. 50] % of the difference between the Target Cost and the actual costs
Less than [insert percentage e.g. 90] % of the Target Cost and more than [insert percentage e.g. 80] % of the Target Cost	Target Price less [insert percentage e.g. 60] % of the difference between the Target Cost and the actual costs
Less than [insert percentage e.g. 80] % of the Target Cost and more than [insert percentage e.g. 70] % of the Target Cost	Target Price less [insert percentage e.g. 70] % of the difference between the Target Cost and the actual costs

5. WORK ORDERS

- 5.1 The price for Work Orders shall be calculated using the mechanism set out in Schedule 4A (Billable Works & Projects).

6. INVOICING

- 6.1 In addition to its obligations in clause 4 in the Core Terms (Price and payments) the Supplier shall ensure that each invoice it prepares in relation to the Charges:
- 6.1.1 specifies the period to which the invoice relates;
 - 6.1.2 specifies the Deliverables to which the invoice relates;
 - 6.1.3 sets out the calculations used to reach the amount of the Charges that are being invoiced;
 - 6.1.4 separately itemises any expense or taxes said to be payable by the Buyer; and
 - 6.1.5 specifies the Supplier's VAT code.
- 6.2 The Supplier shall prepare a draft of each invoice and supporting information for each Service Month and submit it to the Buyer within 14 days (or such other period as the Buyer agrees) following the end of the Service Month. Following receipt of such draft invoice the Buyer shall be entitled to reject it where it does not comply with the requirements of this Call-Off Contract. The Supplier will promptly respond to any queries that the Buyer has in relation to a draft invoice. If the Buyer approves the invoice (such approval not to be unreasonably withheld) then it will notify the Buyer and the Buyer shall be entitled to prepare a final form of that invoice in the approved form. The Supplier shall only be entitled to issue and the Buyer shall not be obliged to pay for any final form invoice which has been issued in accordance with this Call-Off Contract and specifically this procedure.

Annex 1

Further Competition Pricing Matrix principles



CALL-OFF SCHEDULE 6

TUPE SURCHARGE

IN THIS SCHEDULE, THE FOLLOWING WORDS SHALL HAVE THE FOLLOWING MEANINGS AND THEY SHALL SUPPLEMENT (I) JOINT SCHEDULE 1 (DEFINITIONS) AND (II) CALL –OFF SCHEDULE 2 (STAFF TRANSFER):	
DEFINITION	MEANING
“Annual Pension Cost”	means Employer Pension Contributions, subject to the Employer Pension Contribution Cap;
“Direct Award TUPE Risk Premium”	means the % of the total price of the Deliverables as submitted by the Supplier within Framework Schedule 3 – Annex 1 (Rates and Prices) to cover the risk of employees transferring on terms which are protected by Employment Regulations;
“Cost of Change”	means any costs that will be incurred in managing the transition of an individual who is listed as a TUPE employee, and will not be required to fulfil a role as part of the new contract, within the Call Off Pricing Matrix. Examples could include but not be limited to: staff consultation, redeployment costs, short-term salary cover associated with redeployment or release of labour, and temporary staffing;
"Employer Pension Contribution"	means standard employer pension contributions paid in accordance with the relevant pension scheme rules and used in the calculation of the TUPE Risk Premium) less any costs recoverable under paragraph 6 of Annex D3: LGPS of Part D Pensions of Schedule 2 Staff Transfer;
"Employer Pension Contribution Cap"	means the 6% maximum rate of Employer Pension Contribution used in the calculation of the TUPE Risk Premium;
“Fixed Fee TUPE Risk Premium”	means the amount payable on an annual basis based on the difference between: <ul style="list-style-type: none"> a) the costs to employ Transferring Former Supplier Employees or where the Former Supplier becomes the Supplier those Former Supplier employees providing the Services at the Commencement Date and/or Transferring Buyer Employees (as the case may be); and b) the equivalent costs to employ staff used by the Supplier at Further Competition, in respect of payments due under contracts of employment in respect of the following: <ul style="list-style-type: none"> i) annual salary;

	<ul style="list-style-type: none"> ii) annual national insurance cost; iii) Annual Pension Cost; iv) annual life insurance cost; v) annual sick pay entitlement; vi) maternity/paternity costs; and vii) any other cost arising directly from the contract of employment of the Transferring Former Supplier Employee and or Transferring Buyer Employee, <p>as set out in paragraph 3 of Call Off Schedule 6 (TUPE Surcharge);</p>
<p>"Further Competition TUPE Risk Premium"</p>	<p>means the amount payable on an annual basis based on the difference between:</p> <ul style="list-style-type: none"> a) the costs to employ Transferring Former Supplier Employees or where the Former Supplier becomes the Supplier those Former Supplier employees providing the Services at the Commencement Date and/or Transferring Buyer Employees (as the case may be); and b) the equivalent costs to employ staff used by the Supplier at Further Competition, <p>in respect of payments due under contracts of employment in respect of the following:</p> <ul style="list-style-type: none"> i) annual salary; ii) annual national insurance cost; iii) Annual Pension Cost; iv) annual life insurance cost; v) annual sick pay entitlement; vi) maternity/paternity costs; and vii) any other cost arising directly from the contract of employment of the Transferring Former Supplier Employee and or Transferring Buyer Employee, <p>as set out in paragraph 2 of Call Off Schedule 6 (TUPE Surcharge);</p>
<p>"Other Pension Cost"</p>	<p>means:</p> <ul style="list-style-type: none"> a) in respect of CSPS Eligible Employees those sums set out at Clauses 7.1.1 (annual administration charges covering core services), 7.1.5 (employer contributions), 7.1.7 (the ASLC) and 7.1.8 (flat charges applicable to the Partnership Pension Account) of the CSPS Admission Agreement;

	<p>b) in respect of NHSPS Eligible Employees, the standard employer contribution rate applicable to NHS Pensions employers during the Contract Period and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of NHS Pensions or in respect of any NHS Premature Retirement Rights, unless otherwise agreed in writing by the Buyer);</p> <p>c) in respect of LGPS Eligible Employees, the standard employer contribution rate applicable to LGPS Eligible Employees during the Contract Period and payable by the Supplier such sums expressed and set out in the rates and adjustments certificate under regulation 62 of the LGPS Regulations (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the LGPS unless otherwise agreed in writing by the Authority) less any costs recoverable under paragraph 6 of Annex D3: LGPS of Part D Pensions of Schedule 2 Staff Transfer; and</p> <p>d) such other pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Buyer in writing to constitute "Other Pension Costs"</p>
"TUPE Count"	means the total number of Transferring Former Supplier Employees and/or Transferring Buyer Employees identified in the Employee Liability Information;
"TUPE Risk Premium"	<p>means either the:</p> <p>a) Direct Award TUPE Risk Premium;</p> <p>b) Further Competition TUPE Risk Premium; or</p> <p>c) Fixed Fee TUPE Risk Premium, as the context requires;</p>
"TUPE Risk Premium Average"	<p>means the average calculated by dividing the Further Competition TUPE Risk Premium by the lower of either:</p> <p>a) Labour Count; or</p> <p>b) the TUPE Count.</p>

1. OPTION 1 – DIRECT AWARD – TUPE RISK PREMIUM

- 1.1. The Direct Award TUPE Risk Premium shall be as set out in Annex 1 - Framework Schedule 3 (Framework Prices).
- 1.2. The Direct Award TUPE Risk Premium shall apply for the Call Off Contract Period and no changes shall be permitted except as set out in paragraph 4 of this Schedule 6 (TUPE Surcharge).

2. OPTION 2 - FURTHER COMPETITION TUPE RISK PREMIUM

2.1. The Further Competition TUPE Risk Premium shall be priced for at Further Competition as set out in Annex 1 - Call Off Schedule 5 (Call-Off Pricing).

2.1.1. Where a Relevant Transfer takes place, or will take place, the Supplier shall, no later than 20 Working Days after the Relevant Transfer Date, submit to the Buyer:

(a) notice that no adjustment is required and the Further Competition TUPE Risk Premium submitted at Call-Off Tender will be used.

or

(b) its updated calculation of the Further Competition TUPE Risk Premium together with a breakdown and supporting evidence as may be reasonably required for the Buyer to corroborate and assess the calculation of the Further Competition TUPE Risk Premium.

2.2. Further Competition TUPE Risk Premium, when Post Award Adjustment

2.2.1. The Supplier may request a Further Competition TUPE Risk Premium adjustment, and the Buyer may grant the request, if:

(a) the Supplier can evidence any inaccuracies or omissions in the information in the following areas provided during the Further Competition:

(i) TUPE Count;

(ii) any costs covered by of the Further Competition TUPE Risk Premium; and/or

(b) there are any other unknown costs arising directly from the contract of employment of the Transferring Former Supplier Employee and/or Transferring Buyer Employee,

and where a full breakdown and supporting evidence is submitted in support of a request to adjust the Further Competition TUPE Risk Premium.

2.2.2. receipt of the Suppliers calculation of the Further Competition TUPE Risk Premium and, if applicable, a request for a Further Competition TUPE Risk Premium adjustment, the Buyer shall either:

(a) Notify the Supplier in writing of acceptance of the Further Competition TUPE Risk Premium and, if applicable, the Further Competition TUPE Risk Premium adjustment relating to the Relevant Transfer;

(b) Request further information/evidence; and/or

(c) Request a meeting to discuss/clarify the evidence provided.

2.2.3. Where the Further Competition TUPE Risk Premium is agreed following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing and confirm the Further Competition TUPE Risk Premium to apply.

- 2.2.4. Where the Supplier requests a Further Competition TUPE Risk Premium adjustment and it is agreed by the Buyer, the Further Competition TUPE Risk Premium shall be adjusted accordingly.
- 2.2.5. In the event that the Parties are unable to agree either the Further Competition TUPE Risk Premium or, if applicable, the Further Competition TUPE Risk Premium adjustment the Parties shall follow the Dispute Resolution Procedure.
- 2.2.6. On agreement of the Further Competition TUPE Risk Premium the Further Competition TUPE Risk Premium Average shall be calculated and this will be used as the basis for the annual review of the Further Competition TUPE Risk Premium.

2.3. Annual Review of Further Competition TUPE Risk Premium

- 2.3.1. The Further Competition TUPE Risk Premium shall be reviewed by the Buyer at the commencement of each Contract Year.
- 2.3.2. The Supplier shall submit to the Buyer, no later than 20 Working Days prior to the beginning of each Contract Year, evidence of any change to the TUPE Count in the previous Contract Year or since it was last adjusted.
- 2.3.3. Where the TUPE Count is less than the TUPE Count in the previous Contract Year, the Further Competition TUPE Risk Premium shall be adjusted using the following calculation:
 - (a) Difference in TUPE Count (Previous Contract Year less current Contract Year) x TUPE Risk Premium Average.
- 2.3.4. The Buyer shall cease to be liable to pay the Further Competition TUPE Risk Premium Average in respect of a particular Transferring Former Supplier Employee or a Transferring Buyer Employee from the date upon which he ceases to be employed by the Supplier or engaged on this Contract (whichever occurs the earliest).
 - 2.3.4.1 If an employee ceases to be employed part way through the year the TUPE Risk Premium Average allocated to that employee will be deducted on a pro rata basis.
- 2.3.5. On receipt of the Supplier's calculation of the Further Competition TUPE Risk Premium submitted pursuant to paragraph 2.3.2 the Buyer shall either:
 - (a) Notify the Supplier in writing of acceptance of the adjusted Further Competition TUPE Risk Premium; or
 - (b) Request further information/evidence; and/or
 - (c) Request a meeting to discuss/clarify the evidence provided.
- 2.3.6. Where the adjustment to the Further Competition TUPE Risk Premium is agreed following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing and confirm the Further Competition TUPE Risk Premium that will apply.
- 2.3.7. In the event that the Supplier and the Buyer are unable to agree the adjustment to the Further Competition TUPE Risk Premium, they shall follow the Dispute Resolution Procedure.

- 2.3.8. The adjusted Further Competition TUPE Risk Premium shall be used as the benchmark in the subsequent annual review of the Further Competition TUPE Risk Premium.
- 2.3.9. Where the adjusted Further Competition TUPE Risk Premium is more than the Further Competition TUPE Risk Premium in the previous Contract Year, the Further Competition TUPE Risk Premium shall not be adjusted.

2.4. Right of Audit

- 2.4.1. The Buyer reserves the right to review and audit the calculation of the Further Competition TUPE Risk Premium at any time.
- 2.4.2. Where an overpayment of the Further Competition TUPE Risk Premium is identified following a review and/or audit carried out or by any other means, the Supplier shall repay to the Buyer any over payment of the Further Competition TUPE Risk Premium within 20 Working Days of being notified or becoming aware of the overpayment.

3. OPTION 3 – FURTHER COMPETITION - FIXED FEE TUPE RISK PREMIUM

- 3.1. The Fixed Fee TUPE Risk Premium shall be priced for at Further Competition as set out in Annex 1 - Call Off Schedule 5 (Call-Off Pricing) and no further adjustments shall be permitted except as set out in paragraph 4 of this Schedule 6 (TUPE Surcharge).

4. EMPLOYER PENSIONS CONTRIBUTION CAP & OTHER PENSION COST

- 4.1. For all options detailed at paragraphs **Error! Reference source not found.**1, 2 and 3 above the following shall apply.
 - 4.1.1. Where any Annual Pension Cost would have included Employer Pension Contribution in excess of the 6% Employer Pension Contribution Cap or Other Pension Costs, the Supplier may request a pension adjustment to cover the additional cost. Such request for a pension adjustment to be must be submitted to the Buyer, no later than 20 Working Days after the end of the relevant Contract Year.
 - 4.1.2. If the Supplier requests a pension adjustment in accordance with the provisions of paragraph 4.1.1. above to the TUPE Risk Premium they must provide sufficient evidence to the Buyer to justify the pension adjustment.
 - 4.1.3. On receipt of the Supplier's calculation of the pension adjustment the Buyer shall either:
 - (a) Notify the Supplier in writing of acceptance of the pension adjustment;
 - (b) Request further information/evidence; and/or
 - (c) Request a meeting to discuss/clarify the evidence provided.

- 4.1.4. Where the pension adjustment in Paragraph 4.1.1 is agreed following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing.
- 4.1.5. In the event that the Supplier and the Buyer are unable to agree the pension adjustment, they shall follow the Dispute Resolution Procedure.
- 4.1.6. If paragraph 4.1.4 above applies, the excess amount calculated for the pension adjustment is not included in any calculation of the TUPE Risk Premium Average.
- 4.1.7. Any pension adjustment agreed by the Buyer over the Employer Pension Contribution Cap or in respect of Other Pension Cost shall be paid within timescales as agreed between Buyer and Supplier.

5. COST OF CHANGE

- 5.1. Option 1 - Direct Award TUPE Risk Premium.
 - 5.1.1. There shall be no Cost of Change.
- 5.2. Option 2 – Further Competition TUPE Risk Premium.
 - 5.2.1. If the Supplier requests a post award adjustment they must provide sufficient evidence to the Buyer to justify the post award adjustment.
 - 5.2.2. On receipt of the Suppliers calculation of the post award adjustment the Buyer shall either:
 - (a) Notify the Supplier in writing of acceptance of the Cost of Change adjustments, or
 - (b) Request further information/evidence; and/or
 - (c) Request a meeting to discuss/clarify the evidence provided.
- 5.3. Option 3 – Further Competition Fixed Fee TUPE Risk Premium
 - 5.3.1. There shall be no post award adjustment to Cost of Change.

REDUNDANCY SURCHARGE

1. DEFINITIONS

1.1 For the purposes of this Call Off Schedule 23 , the following terms shall have the following meanings:

- "Affected Employee"** means an employee of the Supplier (or, if relevant, a notified Sub-Contractor) who is at risk of redundancy as a result of either of the occurrence of either of the events set out in paragraph 2.1 of this Schedule;
- "Early Retirement Right"** any right to retirement benefit arising on termination for redundancy, whether such benefit is reduced or otherwise and whether such right arises on retirement or otherwise;
- "Redundancy Payment"** means any and all of the following payments which may be made by the Supplier (or, if relevant, the notified Sub-Contractor) to any Affected Employee:
- a) statutory redundancy payments made in accordance with section 162 of the Employment Rights Act 1996;
 - b) contractual redundancy payments (which for this purpose shall mean redundancy payments made in accordance with the terms and conditions of employment to which the relevant Affected Employee was entitled at the Reference Date and for the avoidance of doubt, in each employee's case, shall not include any ex gratia payment, payment for accrued holiday or any other payment made as compensation for the termination of employment);
 - c) where it is not reasonably practicable to require the Affected Employee to work their notice period, in respect of each Affected Employee, either:
 - i) payment of damages for breach of the applicable statutory notice entitlement or, if higher, the notice entitlement under the terms and conditions of employment to which the relevant employee was entitled at the Reference Date; or
 - ii) payment in lieu of any such notice entitlement, made pursuant to such terms and conditions of employment, but for the avoidance of doubt, shall not include any payment of salary or wages or of any benefit in respect of any period of continuing employment (whether during a notice period or otherwise);

d) any payment made in satisfaction of any Early Retirement Right to which the relevant employee was entitled under his or her terms and conditions of employment on the Reference Date;

“Redundancy Surcharge”

means a surcharge on the Charges comprising the following:

- i) Redundancy Payment
- ii) any tribunal awards;

“Reference Date”

means either:

- a) the date of commencement of employment, if the Affected Employee became employed by the Supplier (or, if relevant, notified Sub-contractor) after the Relevant Transfer Date; or
- b) the Relevant Transfer Date,

save that where the Supplier (or, if relevant, notified Sub-contractor) and Former Supplier are the same entity such that the Employment Regulations do not apply to transfer staff, the relevant date shall be either the Contract Date or, if the Affected Employee became employed by the Supplier (or, if relevant, notified Sub-contractor) after such date, the date of commencement of employment;

“Redundancy Surcharge”

means a surcharge on the Charges equal in amount to each relevant Redundancy Payment;

“Service Change Redundancy Surcharge”

means in relation to a redundancy as described in Paragraph 4.1, a surcharge on the Charges equal in amount to the Redundancy Payment.

2. introduction

2.1 This Contract Schedule sets out the process for determining the Redundancy Surcharge in the event that:

- 2.1.1 following a Relevant Transfer, a Transferring Former Supplier Employee and/or a Transferring Buyer Employee is made redundant by the Supplier as a result of an economic technical organisational reason entailing changes to the workforce; and
- 2.1.2 the Buyer makes a change to the Services which results in the removal of any Services or closure of any of the Buyer Premises.

3. **Redundancy Surcharge**

- 3.1 Where a Relevant Transfer takes place, or will take place, the Supplier shall not make any Transferring Former Supplier Employee(s) and/or Transferring Buyer Employee(s) redundant without consulting the Buyer.
- 3.2 The Supplier shall mitigate the effects of any Redundancy Surcharge by:
 - 3.2.1 redeploying such people where it is practicable for the Supplier to do so; or
 - 3.2.2 where redeployment is not practicable, taking such reasonable mitigation steps to minimise the costs of redundancy where practicable; and
 - 3.2.3 complying with the Law and any reasonable instructions from the Buyer.
- 3.3 The Redundancy Surcharge shall be zero unless the Supplier has consulted with the Buyer, pursuant to paragraph 3.1 of this Call Off Schedule 23 about the particular Transferring Former Supplier Employee(s) and/or Transferring Buyer Employee(s) within 12 months of the starting date.
- 3.4 Where redundancy is unavoidable, the Supplier shall provide the Buyer with its estimate of the Redundancy Surcharge together with a breakdown and supporting evidence as may be reasonably necessary for the Buyer to corroborate and assess the calculation of the Redundancy Surcharge.
- 3.5 On receipt of the Supplier's calculation of the Redundancy Surcharge the Buyer shall either:
 - 3.5.1 notify the Supplier in writing of acceptance of the Redundancy Surcharge relating to the Relevant Transfer; and/or
 - 3.5.2 request further information/evidence; and/ or
 - 3.5.3 request a meeting to discuss/clarify the evidence provided.
- 3.6 Where the Redundancy Surcharge is agreed following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing.
- 3.7 In the event that the Supplier and the Buyer are unable to agree the Redundancy Surcharge, they shall follow the Dispute Resolution Procedure.

4. **BUILDING CLOSURES/REMOVAL OF SERVICE(S)**

- 4.1 Subject to Paragraph 4.2, Paragraph 4.3 and Paragraph 4.4 where the Supplier or any notified Sub-Contractor makes or intends to make a Redundancy Payment in relation to any termination for redundancy made as a direct result of a Buyer instigated building closure or removal of service(s), the Supplier may be entitled to a Service Change Redundancy Surcharge.
- 4.2 The Supplier shall not be entitled to a Service Change Redundancy Surcharge under Paragraph 4.1 unless it has, before any relevant termination for redundancy is made:
 - 4.2.1 consulted the Buyer about the proposal to make any such termination for redundancy;

- 4.2.2 provided the Buyer with written estimates of any relevant Redundancy Payment together with a breakdown of such estimates and such supporting evidence as the Buyer may reasonably request to corroborate and assess the calculations; and
- 4.2.3 Provided the Buyer with details of the steps the Supplier, or the notified Sub-Contractor (as applicable), has taken (or proposes to take) to mitigate such costs in accordance with paragraph 4.4
- 4.3 The Supplier shall not be entitled to a Service Change Redundancy Surcharge under paragraph 4.1 unless it, or the notified Sub-Contractor (as applicable), has followed a fair dismissal procedure and complied with all contractual and legislative requirements (save for a breach of notice entitlement where payment is made on termination in satisfaction of the employee's claim for damages) in respect of each termination for redundancy to which the Service Change Redundancy Surcharge relates.
- 4.4 The Supplier shall (or, where relevant, shall procure that the notified Sub-Contractor shall) avoid having to make, or mitigate the extent of, any Redundancy Payment by:
 - 4.4.1 redeploying any relevant person where it is practicable to do so;
 - 4.4.2 where redeployment is not practicable, taking reasonable steps to minimise the amount of Redundancy Payment, including requiring employees to work their notice where this is practicable;
 - 4.4.3 complying with the law and any reasonable instructions.
- 4.5 The Supplier shall not be entitled to a Service Change Redundancy Surcharge under paragraph 4.1 unless:
 - 4.5.1 the Supplier (or, where relevant, notified Sub-Contractor) has consulted with the Buyer, pursuant to paragraph 4.1, within one month of receiving notice by the Supplier of the building closure or removal of service(s); and
 - 4.5.2 the employment of any employee to whom the Redundancy Payment relates is terminated for redundancy no later than one month after the relevant building closure or removal of service(s).
- 5. On receipt of the Supplier's calculation of the Redundancy Payments in accordance with paragraph 4.2 the Buyer shall either:
 - 5.1 notify the Supplier in writing of acceptance of the Service Change Redundancy Surcharge relating to the relevant building closure or removal of service(s); and/or
 - 5.2 request further information/evidence; and/ or
 - 5.3 request a meeting to discuss/clarify the evidence provided.
- 6. Where the Service Change Redundancy Surcharge is agreed following the receipt of further information/evidence or following a meeting, the Buyer shall notify the Supplier in writing.
- 7. In the event that the Supplier and the Buyer are unable to agree the Service Change Redundancy Surcharge, they shall follow the Dispute Resolution Procedure.

CALL-OFF SCHEDULE 7

KEY STAFF

- 2.1 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 2.2 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 2.3 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 2.4 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
- 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 2.5 1.5 The Supplier shall:
- 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

CALL-OFF SCHEDULE 8

BUSINESS CONTINUITY AND DISASTER RECOVERY

3. BCDR PLAN

- 3.1 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.
- 3.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan, which shall detail the processes and arrangements that the Supplier shall follow to:
- 3.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 3.2.2 the recovery of the Deliverables in the event of a Disaster ("**BCDR Plan**").
- 3.3 The BCDR Plan shall be divided into three sections:
- 3.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 3.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 3.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 3.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4. SECTION 1 OF THE BCDR PLAN - GENERAL PRINCIPLES

- 4.1 Section 1 of the BCDR Plan shall:
- 4.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 4.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 4.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 4.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 4.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 4.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;

- (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 4.1.7 provide for documentation of processes, including business processes, and procedures;
- 4.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 4.1.9 identify the procedures for reverting to "normal service";
- 4.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 4.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 4.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 4.2 The BCDR Plan shall be designed so as to ensure that:
- 4.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 4.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 4.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 4.2.4 it details a process for the management of disaster recovery testing.
- 4.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 4.4 The Supplier shall not be entitled to any relief from its obligations under the KPIs or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

5. SECTION 2 OF THE BCDR PLAN - BUSINESS CONTINUITY

- 5.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
- 5.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 5.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

5.2 The Business Continuity Plan shall:

- 5.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
- 5.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
- 5.2.3 specify any applicable KPIs with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the KPIs in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
- 5.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

6. SECTION 3 OF THE BCDR PLAN - DISASTER RECOVERY

6.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

6.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

- 6.2.1 loss of access to the Buyer Premises;
- 6.2.2 loss of utilities to the Buyer Premises;
- 6.2.3 loss of the Supplier's helpdesk or CAFM system;
- 6.2.4 loss of a Subcontractor;
- 6.2.5 emergency notification and escalation process;
- 6.2.6 contact lists;
- 6.2.7 staff training and awareness;
- 6.2.8 BCDR Plan testing;
- 6.2.9 post implementation review process;
- 6.2.10 any applicable KPI with respect to the provision of the disaster recovery services and details of any agreed relaxation to the KPIs in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 6.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 6.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 6.2.13 testing and management arrangements.

7. REVIEW AND AMENDMENT OF THE BCDR PLAN

7.1 The Supplier shall review the BCDR Plan:

- 7.1.1 on a regular basis and as a minimum once every six (6) Months;
- 7.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
- 7.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 7.1.1 and 7.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

7.2 Each review of the BCDR Plan pursuant to Paragraph 7.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

7.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

7.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

7.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

8. TESTING OF THE BCDR PLAN

8.1 The Supplier shall test the BCDR Plan:

- 8.1.1 regularly and in any event not less than once in every Contract Year;
- 8.1.2 in the event of any major reconfiguration of the Deliverables
- 8.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

8.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements

and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

8.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

8.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

8.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

8.5.1 the outcome of the test;

8.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

8.5.3 the Supplier's proposals for remedying any such failures.

8.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

9. INVOCATION OF THE BCDR PLAN

9.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

10. FORCE MAJEURE

10.1 The Supplier will not be entitled to rely on the Force Majeure provisions, if the Supplier would not have been impacted by the Force Majeure event had it complied with the Business Continuity Schedule.

CALL-OFF SCHEDULE 9:

SECURITY

PART A: SHORT FORM SECURITY REQUIREMENTS (applicable to Lot 1a and 1b)

11. INTRODUCTION

- 11.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 11.2 The Supplier shall comply with the Security Policy and the requirements in this Schedule including the Security Management Plan and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 11.3 The Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 11.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 11.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

12. PRINCIPLES OF SECURITY

- 12.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 12.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 12.2.1 is in accordance with the Law and this Contract;
 - 12.2.2 as a minimum demonstrates Good Industry Practice;
 - 12.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 12.2.4 complies with the Security Policy and the ICT Policy.
- 12.3 The references to standards, guidance and policies contained or set out in Paragraph 12.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 12.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as

soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

13. SECURITY MANAGEMENT PLAN

13.1 Introduction

13.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

13.2 Content of the Security Management Plan

13.2.1 The Security Management Plan shall:

- (a) comply with the principles of security set out in Paragraph 12 and any other provisions of this Contract relevant to security;
- (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

13.3 Development of the Security Management Plan

13.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 13.4, the Supplier shall prepare and deliver to the Buyer for Approval a

fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

- 13.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 13.3.1, or any subsequent revision to it in accordance with Paragraph 13.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 13.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 13.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 13.2 shall be deemed to be reasonable.
- 13.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 13.3.2 or of any change to the Security Management Plan in accordance with Paragraph 13.4 shall not relieve the Supplier of its obligations under this Schedule.

13.4 Amendment and Revision of the Security Management Plan

- 13.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 13.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 13.4.3 Subject to Paragraph 13.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried

out in accordance with Paragraph 13.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

13.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

14. BREACH OF SECURITY

14.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

14.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 14.1, the Supplier shall:

14.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- (c) prevent an equivalent breach in the future exploiting the same cause failure; and
- (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

14.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security policy or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

PART B: LONG FORM SECURITY REQUIREMENTS (applicable to Lot 1c)

15. DEFINITIONS

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

- "Breach of Security"** means the occurrence of:
- a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or
 - b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,
- in either case as more particularly set out in the security requirements in the Security Policy;
- "ISMS"** the information security management system and process developed by the Supplier in accordance with Paragraph 17 (ISMS) as updated from time to time in accordance with this Schedule; and
- "Security Tests"** tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

16. INTRODUCTION

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

16.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

16.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

16.3.1 David Phillips, ORR FM Manager

16.3.2 Olu Kuforiji , ISS Operations Manager

- 16.4 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 16.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 16.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 16.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 16.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

17. ISMS

- 17.1 The Supplier shall develop and submit to the Buyer for the Buyer's Approval, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 17.3 to 17.5.
- 17.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 17.3 The ISMS shall:
 - 17.3.1 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
 - 17.3.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 21;
 - 17.3.3 at all times provide a level of security which:
 - (a) is in accordance with the Law and this Contract;
 - (b) complies with the Baseline Security Requirements;
 - (c) as a minimum demonstrates Good Industry Practice;
 - (d) complies with the Security Policy and the ICT Policy;
 - (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers

1-4)

(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/255910/HMG_Security_Policy_Framework_V11.0.pdf);

- (f) takes account of guidance issued by the Centre for Protection of National Infrastructure <https://www.cpni.gov.uk/>
- (g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<http://www.cesg.gov.uk/publications/Documents/iamm-assessment-framework.pdf>);
- (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
- (i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
- (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 21;

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

17.3.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

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

17.4 Subject to Paragraph 16 the references to Standards, guidance and policies contained or set out in Paragraph 17.3 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

17.5 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 17.3, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

17.6 If the ISMS submitted to the Buyer pursuant to Paragraph 17.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer

than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 17 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 17.3 to 17.5 shall be deemed to be reasonable.

17.7 Approval by the Buyer of the ISMS pursuant to Paragraph 17.6 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

18. SECURITY MANAGEMENT PLAN

18.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 18 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 18.2.

18.2 The Security Management Plan shall:

18.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);

18.2.2 comply with the Baseline Security Requirements and Security Policy;

18.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;

18.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;

18.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

18.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 17.3);

18.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government

accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);

- 18.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
 - 18.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
 - 18.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
 - 18.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.
- 18.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 18.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 18.2 shall be deemed to be reasonable.
- 18.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 18.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

19. AMENDMENT AND REVISION OF THE ISMS AND SECURITY MANAGEMENT PLAN

- 19.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 19.1.1 emerging changes in Good Industry Practice;
 - 19.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 19.1.3 any changes to the Security Policy;
 - 19.1.4 any new perceived or changed security threats; and
 - 19.1.5 any reasonable change in requirement requested by the Buyer.
- 19.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- 19.2.1 suggested improvements to the effectiveness of the ISMS;
 - 19.2.2 updates to the risk assessments;
 - 19.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 19.2.4 suggested improvements in measuring the effectiveness of controls.
- 19.3 Subject to Paragraph 19.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 19.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 19.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

20. SECURITY TESTING

- 20.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 20.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 20.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 20.4 Where any Security Test carried out pursuant to Paragraphs 20.2 or 20.3 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 ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall

implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

- 20.5 If any repeat Security Test carried out pursuant to Paragraph 20.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

21. ISMS COMPLIANCE

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

22. BREACH OF SECURITY

- 22.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 22.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 22.1, the Supplier shall:
- 22.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable

testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant KPI Performance Measures, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;

- (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

22.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

23. VULNERABILITIES AND CORRECTIVE ACTION

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

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

23.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

23.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

23.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

23.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier

- within the above timescales if the vulnerability becomes exploitable within the context of the Service;
- 23.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 23.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 23.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all Supplier COTS Software and Third Party COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 23.4.1 where upgrading such Supplier COTS Software and Third Party COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
 - 23.4.2 is agreed with the Buyer in writing.
- 23.5 The Supplier shall:
- 23.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 23.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 23.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 23.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 17.3.5;
 - 23.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 23.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
 - 23.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and

- 23.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 23.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 23.7 A failure to comply with Paragraph 23.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

PART B - ANNEX 1: BASELINE SECURITY REQUIREMENTS

24. HIGHER CLASSIFICATIONS

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

25. END USER DEVICES

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

26. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION

- 26.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 26.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 26.3 The Supplier shall:
- 26.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 26.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
 - 26.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
 - 26.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

27. NETWORKING

- 27.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA or through the use of pan-government accredited encrypted networking services via the Public Sector Network ("PSN") framework (which makes use of Foundation Grade certified products).
- 27.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

28. SECURITY ARCHITECTURES

- 28.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 28.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification (https://www.ncsc.gov.uk/content/files/protected_files/article_files/Guidance_to_CESG_Certification_for_Cyber_Security_IA_Professionals_-_issue_2.2_-_Oct_16%20-%20version.pdf) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

29. PERSONNEL SECURITY

- 29.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 29.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 29.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 29.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 29.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

30. IDENTITY, AUTHENTICATION AND ACCESS CONTROL

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

31. AUDIT AND MONITORING

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

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

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

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

31.3 The Supplier shall retain audit records collected in compliance with this Paragraph 31 for a period of at least 6 Months.

PART B - ANNEX 2: SECURITY MANAGEMENT PLAN

[To be inserted]

CALL-OFF SCHEDULE 10

EXIT MANAGEMENT

32. OBLIGATIONS DURING THE CONTRACT PERIOD TO FACILITATE EXIT

- 32.1 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.
- 32.2 During the Contract Period, the Supplier shall promptly:
- 32.2.1 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
 - 32.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables ("**Registers**").
- 32.3 The Supplier shall:
- 32.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 32.3.2 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.
- 32.4 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.

33. OBLIGATIONS TO ASSIST ON RE-TENDERING OF DELIVERABLES

- 33.1 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**").
- 33.2 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.
- 33.3 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).

- 33.4 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.

34. EXIT PLAN

- 34.1 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 3.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

- 34.2 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 34.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 34.3 The Exit Plan shall set out, as a minimum:

- 34.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
- 34.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
- 34.3.3 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;
- 34.3.4 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;
- 34.3.5 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;
- 34.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
- 34.3.7 proposals for the identification and return of all Buyer property in the possession of and/or control of the Supplier or any third party;
- 34.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 34.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 34.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

- 34.4 The Supplier shall:

- 34.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period; and

- (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) 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;
 - (d) 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
- 34.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 34.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 34.2 or 34.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 34.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

35. TERMINATION ASSISTANCE

- 35.1 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:
- 35.1.1 the nature of the Termination Assistance required; and
 - 35.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.
- 35.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. 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.
- 35.3 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 3, 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).

36. TERMINATION ASSISTANCE PERIOD

- 36.1 Throughout the Termination Assistance Period the Supplier shall:
- 36.1.1 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;
 - 36.1.2 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;
 - 36.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 36.1.4 subject to Paragraph 36.3, provide the Deliverables and the Termination Assistance at no detriment to the KPIs, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 36.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 36.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 36.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 36.1.2 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.
- 36.3 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 KPI(s), the Parties shall vary the relevant KPI(s) and/or the applicable KPI Credits accordingly.

37. TERMINATION OBLIGATIONS

- 37.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 37.2 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:
- 37.2.1 vacate any Buyer Premises;
 - 37.2.2 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;
 - 37.2.3 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:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

- (b) 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.

37.3 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.

38. ASSETS, SUBCONTRACTS AND SOFTWARE

38.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

38.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

38.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

38.2 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:

38.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

38.2.2 which, if any, of:

- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

38.2.3 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.

38.3 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.

38.4 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.

- 38.5 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:
- 38.5.1 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
 - 38.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 38.6 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.
- 38.7 The Buyer shall:
- 38.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 38.7.2 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.
- 38.8 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.
- 38.9 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 38.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 Core Terms (Other people's rights in this contract) shall not apply to this Paragraph 38.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

39. CHARGES

- 39.1 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.

40. APPORTIONMENTS

- 40.1 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:
- 40.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 40.1.2 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

40.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

CALL-OFF SCHEDULE 11

PROCESSING DATA

1. The Contractor shall comply with any further written instructions with respect to processing by the Buyer.
2. Any such further instructions shall be incorporated into this Schedule at Further Competition

Description	Details
Subject matter of the processing	[Insert details here]
Duration of the processing	[Insert details here]
Nature and purposes of the processing	[Insert details here]
Type of Personal Data	[Insert details here]
Categories of Data Subject	[Insert details here]

CALL-OFF SCHEDULE 13 (OPTIONAL)

PART A

MOBILISATION PLAN

41. DEFINITIONS

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

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Mobilisation Plan;
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Mobilisation Plan;
"Milestone Payment"	a payment identified in the Mobilisation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
"Mobilisation Period"	has the meaning given to it in Paragraph 43.1;
"Planned Preventative Maintenance"	has the meaning given to it in Paragraph 47.1;
["Service Delivery Plan"]	[has the meaning given to it in Paragraph 47.1.]

42. FORMATION OF MOBILISATION PLAN

42.1 A draft of the Mobilisation Plan is set out in the Annex to part of this Schedule. The Supplier shall provide a further draft Mobilisation Plan 14 days after the Call-Off Contract Effective Date.

42.2 The draft Mobilisation Plan:

42.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and

42.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

42.3 Following receipt of the draft Mobilisation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Mobilisation Plan. If the Parties are unable to agree the contents of the Mobilisation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 42.4 The Supplier shall provide each of the Deliverable Items identified in the Mobilisation Plan by the date assigned to that Deliverable Item in the Mobilisation Plan so as to ensure that each Milestone identified in the Mobilisation Plan is Achieved on or before its Milestone Date.
- 42.5 The Supplier shall monitor its performance against the Mobilisation Plan and Milestones (if any) and report to the Buyer on such performance.

43. MOBILISATION PLAN

- 43.1 The Mobilisation Period will be a one Month period (unless stated otherwise in the Order Form) commencing at 20 Sep 19.
- 43.2 During the Mobilisation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 43.3 In accordance with the Mobilisation Plan, the Supplier shall:
- 43.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 43.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 43.3.3 liaise with the incumbent Supplier to enable the full completion of the Mobilisation Period activities; and
 - 43.3.4 produce a Mobilisation Plan, to be agreed by the Buyer, for carrying out the requirements within the Mobilisation Period including, key Milestones and dependencies.
- 43.4 The Mobilisation Plan will include detail stating:
- 43.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and
 - 43.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 43.5 In Addition, the Supplier shall:
- 43.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Mobilisation Period, to ensure that the Mobilisation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
 - 43.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
 - 43.5.3 produce a mobilisation report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when

preparing these programmes which are subject to the Buyer's approval; and

- (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 43.5.4 manage and report progress against the Mobilisation Plan;
- 43.5.5 construct and maintain a mobilisation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 43.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Mobilisation Period. Mobilisation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 43.5.7 ensure that all risks associated with the Mobilisation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

44. CONTROL OF AND CHANGES TO MOBILISATION PLAN

- 44.1 Subject to Paragraph 44.3, the Supplier shall keep the Mobilisation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 44.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Mobilisation Plan.
- 44.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
- 44.4 Time in relation to compliance with the Mobilisation Plan shall be of the essence and failure of the Supplier to comply with the Mobilisation Plan shall be a material Default.

45. INTERACTION WITH STAKEHOLDERS DURING THE MOBILISATION PERIOD

- 45.1 In order for the Supplier to be able to assume its duties, during the Mobilisation Period the Supplier shall undertake the routine examinations and inspections of the Buyer Premises and consider the Deliverables that it will provide during the Contract Period.
- 45.2 The Supplier shall familiarise itself within one month before the Call-Off Start Date with the Buyer Premises and the needs of the building users.
- 45.3 As a result of the familiarisation, The Supplier shall ensure that it is appropriately equipped to deal with the level of liaison and stakeholder management required, to include[, but not be limited to]:
- 45.3.1 liaison;
- 45.3.2 reporting;
- 45.3.3 co-ordination and provision of services;
- 45.3.4 attendance at meetings; and
- 45.3.5 management and resolution of stakeholder issues.

- 45.4 By the end of the Mobilisation Period, the Supplier shall ensure that all the necessary arrangements to facilitate the continuous performance of its obligations under the Contract are assessed, and if required implemented, at and/or within the Buyer Premises.
- 45.5 The Supplier shall conduct site visits [to Buyer Premises] where weaknesses in asset data have been identified, to reassess the accuracy of the data.

46. SECURITY DURING THE MOBILISATION PERIOD

- 46.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Call-Off Start Date. The Supplier shall ensure that this is reflected in their Mobilisation Plans.
- 46.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.
- 46.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.
- 46.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 46.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 46.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

47. PLANNED PREVENTATIVE MAINTENANCE DURING THE MOBILISATION PERIOD

- 47.1 During the Mobilisation Period, the Supplier shall detail in a Service Delivery Plan any specific requirements requested by the Buyer, and the Supplier may be required to create a Planned Preventative Maintenance schedule.
- 47.2 The Service Delivery Plan shall be presented to the Buyer within 10 days after the Effective Date and the Buyer shall confirm whether it agrees with the proposed plan.
- 47.3 The Supplier shall ensure that for all Buyer Premises a fully compliant and accurate Planned Preventative Maintenance schedule which details all required maintenance activities for the first twelve (12) Months of the Call-Off Contract is uploaded to the CAFM System.

48. RECTIFICATION OF DELAY IN MOBILISATION

- 48.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 48.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

- 48.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
- 48.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- 48.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

49. DELAY PAYMENTS

- 49.1 If Delay Payments have been included in the Mobilisation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Mobilisation Plan) and the following provisions shall apply:
 - 49.1.1 the Supplier acknowledges and agrees that any Delay Payment 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 Achieve the corresponding Milestone;
 - 49.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Core Terms Clause 10.4 (When CCS or the Buyer can end this contract);
or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Mobilisation Plan commencing on the relevant Milestone Date;
 - 49.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 49.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
 - 49.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Core Terms Clause 11 (How much you can be held responsible for).

ANNEX: MOBILISATION PLAN

The Mobilisation Plan is set out below and the Milestones to be Achieved are identified below:

Milestone	Deliverable Items	Duration	Milestone Date	Buyer Responsibilities	Milestone Payments [% of mobilisation cost]	Delay Payments [% of mobilisation cost]
[??]	[??]	[??]	[??]	[??]	[??]	[??]

The Milestones will be Achieved in accordance with this Call-Off Schedule 13: (Mobilisation Plan and Testing)

For the purposes of Paragraph 49.1.2 the Delay Period Limit shall be [insert number of days].

PART B

TESTING

50. DEFINITIONS

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

"Component"	any constituent parts of the Deliverables;
"Material Test Issue"	a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	a log for the recording of Test Issues as described further in Paragraph 57.1 of this Schedule;
"Test Issue Threshold"	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 55 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 52 of this Schedule;
"Test Success Criteria"	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 54 of this Schedule;
"Test Witness"	any person appointed by the Buyer pursuant to Paragraph 58 of this Schedule; and
"Testing Procedures"	the applicable testing procedures and Test Success Criteria set out in this Schedule.

51. TESTING OVERVIEW

- 51.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 51.2 The Supplier shall not submit any Deliverable for Testing:
- 51.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
 - 51.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
 - 51.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 51.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 51.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

52. TEST STRATEGY

- 52.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 52.2 The final Test Strategy shall include:
- 52.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 52.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 52.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 52.2.4 the procedure to be followed to sign off each Test;
 - 52.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 52.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
 - 52.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 52.2.8 the technical environments required to support the Tests; and
 - 52.2.9 the procedure for managing the configuration of the Test environments.

53. TEST PLANS

- 53.1 The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.

53.2 Each Test Plan shall include as a minimum:

53.2.1 the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and

53.2.2 a detailed procedure for the Tests to be carried out.

53.3 The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

54. TEST SUCCESS CRITERIA

54.1 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 53.

55. TEST SPECIFICATION

55.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).

55.2 Each Test Specification shall include as a minimum:

55.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;

55.2.2 a plan to make the resources available for Testing;

55.2.3 Test scripts;

55.2.4 Test pre-requisites and the mechanism for measuring them; and

55.2.5 expected Test results, including:

(a) a mechanism to be used to capture and record Test results; and

(b) a method to process the Test results to establish their content.

56. TESTING

56.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

56.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 58.

56.3 The Supplier shall notify the Buyer at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that the Test Witnesses attend the Tests.

56.4 The Buyer may raise and close Test Issues during the Test witnessing process.

56.5 The Supplier shall provide to the Buyer in relation to each Test:

56.5.1 a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and

- 56.5.2 the final Test Report within 5 Working Days of completion of Testing.
- 56.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
- 56.6.1 an overview of the Testing conducted;
 - 56.6.2 identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
 - 56.6.3 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
 - 56.6.4 the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 57.1; and
 - 56.6.5 the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 56.7 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 56.8 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 56.9 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

57. TEST ISSUES

- 57.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 57.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.
- 57.3 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

58. TEST WITNESSING

- 58.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.

- 58.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 58.3 The Test Witnesses:
- 58.3.1 shall actively review the Test documentation;
 - 58.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 58.3.3 shall not be involved in the execution of any Test;
 - 58.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 58.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 58.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- 58.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

59. TEST QUALITY AUDIT

- 59.1 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.
- 59.2 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.
- 59.3 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer's intention to undertake a Testing Quality Audit.
- 59.4 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.
- 59.5 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer's report.
- 59.6 In the event of an inadequate response to the written report from the Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

60. OUTCOME OF TESTING

- 60.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 60.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
- 60.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;

- 60.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
- 60.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 60.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 60.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 60.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
- 60.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 60.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 60.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues any other reasons for the relevant Milestone not being Achieved.
- 60.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 60.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 60.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
- 60.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 59.5); and
- 60.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

61. RISK

- 61.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
- 61.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
 - 61.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

ANNEX 1: TEST ISSUES – SEVERITY LEVELS

62. SEVERITY 1 ERROR

62.1 This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.

63. SEVERITY 2 ERROR

63.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:

63.1.1 causes a Component to become unusable;

63.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or

63.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

64. SEVERITY 3 ERROR

64.1 This is an error which:

64.1.1 causes a Component to become unusable;

64.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

64.1.3 has an impact on any other Component(s) or any other area of the Deliverables;

but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

65. SEVERITY 4 ERROR

65.1 This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables; and

66. SEVERITY 5 ERROR

66.1 This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.

ANNEX 2: SATISFACTION CERTIFICATE

To: [insert name of Supplier]

From: [insert name of Buyer]

[Insert Date dd/mm/yyyy]

Dear Sirs,

SATISFACTION CERTIFICATE

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement ("**Call-Off Contract**") [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [insert Buyer name] ("**Buyer**") and [insert Supplier name] ("**Supplier**") dated [insert Call-Off Start Date dd/mm/yyyy].

The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[Insert Name]

[Insert Position]

acting on behalf of [insert name of Buyer]

CALL-OFF SCHEDULE 14 (OPTIONAL)

KEY PERFORMANCE INDICATORS

67. DEFINITIONS

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

"At Risk %"	means the percentage figure identified as such in the Order Form;
"At Risk Amount"	means in respect of a Service Period, the amount calculated in accordance with Paragraph 72.1 of Part A of this Schedule;
"Earn back"	shall have the meaning in Part A of this Schedule;
"Earn Back %"	means the percentage figure identified as such in the Order Form and which shall be used determine the proportion of a KPI Credit which may be the subject of any Earn back;
"KPI Model"	means the model comprised in the Excel worksheet - KPI Model, and attached in the Annex A to Part A of this Schedule to be used for calculating any adjustments to the Charges as a result of the operation of the KPI regime in this Schedule;
"KPI At Risk Amount"	means in relation to a KPI in respect of a Service Period, the amount calculated in accordance with Paragraph 72.3 of Part A of this Schedule;
"KPI Category"	means each of the categories in the column headed KPI Name in the Performance Criteria tab of the KPI Model;
"KPI Category At Risk Amount"	means in relation to a KPI Category in respect of a Service Period, the amount calculated in accordance with Paragraph 72.2 of Part A of this Schedule;
"KPI Failure"	means a failure to meet the KPI Performance Measure in respect of a KPI;
"KPI Performance Measure"	shall be 100%;
"Performance Monitoring Reports"	shall have the meaning in Part B of this Schedule;
"Performance Review Meetings"	shall have the meaning in Part B of this Schedule;
"Persistent KPI Failure"	means the Supplier's actual performance against the KPIs falls to or below the standard to which Paragraph 6 of Part A of this Schedule refers; and

"Ratchet" shall have the meaning in Part A of this Schedule.

68. KPI AGREEMENT

- 68.1 **The Supplier shall at all times provide the Deliverables to meet or exceed the KPI Performance Measure for each KPI.**
- 68.2 **The Supplier acknowledges that any KPI Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any KPI Credits and that any KPI 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 KPI Performance Measure.**
- 68.3 **The Supplier shall send Performance Monitoring Reports to the Buyer (detailing the level of service performance which was actually achieved by the Supplier) in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.**
- 68.4 **A KPI Credit shall be the Buyer's exclusive financial remedy for a KPI Failure except where:**
- 68.4.1 the KPI Failure:
 - (a) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (b) results in the corruption or loss of any Government Data; and/or
 - (c) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 68.4.2 a Persistent KPI Failure occurs and/or the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract).
- 68.5 **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 the KPI Performance Measure in respect of one or more KPIs and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:**
- 68.5.1 the total number of KPIs for which the weighting is to be changed does not exceed the number applicable as at the Start Date; and
 - 68.5.2 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
 - 68.5.3 there is no change to the At Risk %.

69. PERSISTENT KPI FAILURE

On the occurrence of a Persistent KPI Failure:

- 69.1 **any KPI Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and**
- 69.2 **the Buyer shall 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 Persistent KPI Failure"),**

Provided that the operation of this Paragraph 69 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: KPIS AND KPI CREDITS

70. KPIS

If the level of performance of the Supplier:

70.1 is likely to or fails to meet any KPI Performance Measure; or

70.2 is likely to cause or causes a Persistent KPI 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:

70.2.1 require the Supplier to immediately take all preventative and/or remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a KPI Failure or Persistent KPI Failure from taking place or recurring;

70.2.2 instruct the Supplier to comply with the Rectification Plan Process;

70.2.3 if a KPI Failure has occurred, deduct the applicable KPI Credits payable by the Supplier to the Buyer; and/or

70.2.4 if a Persistent KPI Failure has occurred, exercise its right to Compensation for Persistent KPI Failure (including the right to terminate for material Default).

71. KPI CREDITS

71.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the KPI Credits, if any, applicable to each Service Period.

71.2 KPI Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Buyer shall recover the value of any KPI Credits in accordance with Call-Off Schedule 5 (Call-Off Pricing).

72. KPI CREDIT CALCULATION

At Risk Amount

72.1 For a Service Period, the At Risk Amount shall be calculated in accordance with Section 2 - Calculation of Monthly Value at Risk, of the Paymech Calc Overview tab of the Payment Mechanism.

KPI Category At Risk Amount

72.2 The KPI Category At Risk Amount shall be calculated as follows: for each KPI Category, the At Risk Amount shall be apportioned to it in accordance with the KPI Category Weightings in the column headed KPI Weighting in the KPI Table 2 of the Performance Criteria tab of the KPI Model.

KPI At Risk Amount

72.3 The KPI At Risk Amount shall be calculated as follows: the KPI Category At Risk Amount that applies to the KPI Category in which the relevant KPI resides, shall be further apportioned in accordance with the KPI Measure Weightings in the column headed KPI Weighting in [the Measures - Table 3 of the Performance Criteria tab of the KPI Model.

KPI Credit

72.4 The KPI Credit to be applied to a KPI in a Service Period for a KPI Failure shall be calculated in accordance with the Measures tab of the KPI Model by:

72.4.1 deducting from 100% the actual standard of performance (as a percentage, calculated using the Scoring Scales tab of the KPI Model) achieved by the Supplier against the KPI Performance Measure in that Service Period; and

72.4.2 multiplying the resultant percentage by the KPI At Risk Amount.

73. KPI CREDIT RATCHET

73.1 A ratchet will apply to the calculation of KPI Credits for frequent and repeated KPI Failures ("Ratchet").

73.2 The Ratchet will be applied to the calculation of KPI Credits if one or both of the following circumstances occur:

73.2.1 KPI Failures occur in relation to any one or more of the KPIs comprised in the same KPI Category in consecutive Service Periods; and

73.2.2 KPI Failures occur in relation to any one or more of the KPIs comprised in the same KPI Category in any four (4) or more of the immediately preceding twelve (12) Service Periods.

73.3 The value of the Ratchet and when it is to be applied pursuant to Paragraph 73.2, is set out in the Performance Deduction Calc tab of the Payment Mechanism.

73.4 When the Ratchet is to be applied, the relevant KPI Credit shall be the number of KPI Credits that would normally accrue for an initial KPI Failure multiplied by the value of the Ratchet, for example:

73.4.1 if a KPI Failure in respect of any one or more KPIs comprised in the same KPI Category occurs in two (2) consecutive Service Periods, the KPI Credits for each of the KPI Failures in the second of such Service Periods will be 1.5 times the KPI Credit that would have been applicable to them for an initial KPI Failure; and

73.4.2 if a KPI Failure in respect of any one or more KPIs comprised in the same KPI Category occurs in any four (4) Service Periods in the immediately preceding twelve (12) Service Periods, the KPI Credits for each of the KPI Failures in that fourth Service Period will be 1.75 times the KPI Credit that would have been applicable to them for an initial KPI Failure.

73.5 If more than one Ratchet applies to a KPI Failure in the same Service Period, the Ratchet resulting in the higher KPI Credit will be used.

74. KPI CREDIT EARN BACK

74.1 If:

74.1.1 in respect of a Service Period the Supplier has been liable to pay (and has paid) a KPI Credit in relation to a KPI Category; and

74.1.2 in the next Service Period, the Supplier is not liable to pay a KPI Credit in relation to the same KPI Category that was the subject of such KPI Credits in the previous Service Period,

The Supplier shall be entitled to recover a proportion of such KPI Credit ("**Earn back**").

74.2 **The amount of the Earn back shall be calculated as the product of the KPI Credit paid in the previous Service Period in relation to the relevant KPI Category and the Earn back %.**

74.3 **The Supplier shall recover any Earn back to which it is entitled under this Paragraph 74 in accordance with Call-Off Schedule 5 (Call-Off Pricing).**

75. PERSISTENT KPI FAILURE

75.1 **A Persistent KPI Failure shall arise when one or both of the following takes place:**

75.1.1 a KPI Failure in respect of any one or more of the KPIs comprised in the same KPI Category occurs in five (5) consecutive Service Periods;

75.1.2 a KPI Failure in respect of any one or more of the KPIs comprised in the same KPI Category occurs in any seven (7) Service Periods in the immediately preceding twelve (12) Service Periods.

75.2 **A Persistent KPI Failure shall constitute a material Default of this Contract by the Supplier.**

ANNEXES TO PART A:

ANNEX – A - KPI MODEL



RM3830 - KPI
Model.xlsx

ANNEX – B – PAYMENT MECHANISM



RM3830 - Payment
Mechanism.xlsx

PART B: PERFORMANCE MONITORING

76. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

76.1 The Supplier shall provide the Buyer with accurate and complete performance monitoring reports in the same format as that in the KPI Model ("Performance Monitoring Reports") which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

- 76.1.1 for each KPI, the actual performance achieved in respect of that KPI over the relevant Service Period;
- 76.1.2 a summary of all KPI Failures that occurred during that Service Period;
- 76.1.3 details of any Persistent KPI Failures;
- 76.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- 76.1.5 the KPI Credits to be applied in respect of the relevant Service Period, indicating the KPI Failures to which the KPI Credits relate; and
- 76.1.6 such other details as the Buyer may reasonably require from time to time.

76.2 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:

- 76.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

76.2.2 be attended by the Supplier's Representative and the Buyer's Representative;
and

76.2.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

76.3 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.

76.4 The Supplier shall provide to the Buyer such documentation and information as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and to calculate the amount of KPI Credits for any specified Service Period.

77. SATISFACTION SURVEYS

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

CALL-OFF SCHEDULE 15

CONTRACT MANAGEMENT

1. DEFINITIONS

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

77.2	"Supplier's Contract Manager	77.3	The person 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].
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2. MANAGEMENT OF THE DELIVERABLES

2.1 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.

3. CONTRACT MANAGEMENT MECHANISMS

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

3.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

3.2.1 the identification and management of risks;

3.2.2 the identification and management of issues; and

3.2.3 monitoring and controlling project plans (including Mobilisation Plan, Test Plan, Rectification Plan and Security Management Plan).

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

3.4 The Supplier will maintain a Risk Register which is a register of the risks which are listed in the Order Form and the risks which the Buyer's Authorised Representative and/ or the Supplier have identified.

4. SUPPLIER'S CONTRACT MANAGER'S RESPONSIBILITIES

4.1 The Supplier's Contract Manager's shall be:

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

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

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

- 4.1.4 replaced only after the [Buyer has received notification of the proposed change.
- 4.2 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.
- 4.3 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.

Annex 1

[Any Buyer Specifics to be included at Further Competition]

JOINT SCHEDULE 5

CORPORATE SOCIAL RESPONSIBILITY

CORPORATE SOCIAL RESPONSIBILITY

78. INTRODUCTION

- 78.1 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)
- 78.2 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.
- 78.3 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.

79. EQUALITY AND ACCESSIBILITY

- 79.1 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:
- 79.1.1 eliminate discrimination, harassment or victimisation of any kind; and
- 79.1.2 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.

80. MODERN SLAVERY, CHILD LABOUR & 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.

- 80.1 The Supplier:
- 80.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 80.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the Employer and shall be free to leave their employer after reasonable notice;
- 80.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offenses anywhere around the world.
- 80.1.4 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.

- 80.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human tracking offenses anywhere around the world.
- 80.1.6 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;
- 80.1.7 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;
- 80.1.8 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;
- 80.1.9 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;
- 80.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 80.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

81. INCOME SECURITY

81.1 The Supplier shall:

- 81.1.1 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;
- 81.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 81.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 81.1.4 record all disciplinary measures taken against Supplier Staff; and
- 81.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

82. WORKING HOURS

82.1 The Supplier shall:

- 82.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 82.1.2 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;

82.1.3 ensure that use of overtime is used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

82.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 82.3 below.

82.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

82.3.1 this is allowed by national law;

82.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

82.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

82.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

82.4 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.

83. SUSTAINABILITY

83.1 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>