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

**Order Form**

CALL-OFF REFERENCE: K280022256

THE BUYER: Driver and Vehicle Standards Agency

BUYER ADDRESS Berkeley House, Croydon Street, Bristol BS5 0DA THE SUPPLIER: Barclays Bank PLC (trading as ‘Barclaycard

Payments’)

SUPPLIER ADDRESS: 1 Churchill Place, London, E14 5HP SUPPLIER REFERENCE: RM6118/B

REGISTRATION NUMBER: 1026167

DUNS NUMBER: 210021523

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1 January 2024.

It’s issued under the Framework Contract with the reference number RM6118 for the provision of Acquiring & Gateway Services.

CALL-OFF LOT(S):

### Lot 2 – CNP only Card Acquiring, Gateway, Alternative Payment Method services

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6118**
3. The following Schedules in equal order of precedence:
   * Joint Schedules for **RM6118:**
     + Joint Schedule 2 (Variation Form)
     + Joint Schedule 3 (Insurance Requirements)
     + Joint Schedule 4 (Commercially Sensitive Information)
     + Joint Schedule 10 (Rectification Plan)
     + Joint Schedule 11 (Processing Data)
     + Joint Schedule 12 (Supply Chain Visibility)
   * Call-Off Schedules for **K280021702**:
     + Call-Off Schedule 1 (Transparency Reports)
     + Call-Off Schedule 2 (Staff Transfer)
     + Call-Off Schedule 3 (Continuous Improvement)
     + Call-Off Schedule 5 (Pricing Details)
     + Call-Off Schedule 9 (Security – A, Short Form)
     + Call-Off Schedule 10 (Exit Management)
     + Call-Off Schedule 15 (Call-Off Contract Management)
     + Call-Off Schedule 23 (Payment and Related Services Terms) including
       - Call-Off Schedule 23 Part 1 Section 1
       - Call-Off Schedule 23 Part 2 Section 1 (Acquiring Services
       - Terms)
       - Call-Off Schedule 23 Part 2 Section 2 (Payment Equipment
       - Terms)
       - Call-Off Schedule 23 Part 2 Section 3 (Gateway Services
       - Terms)
4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) RM6118

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

CALL-OFF SPECIAL TERMS

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

### Joint Schedule 12 (Supply Chain Visibility)

The parties acknowledge and agree that the Supplier’s obligations under Joint Schedule 12 (Supply Chain Visibility) will only be applicable from the Call-Off Start Date to any new Sub-Contract opportunities which are in addition to the Key Subcontractors and their relevant services already detailed in this Call-Off Order Form.

### Call-Off Schedule 9 (Security) Part A

The Buyer and Supplier agree that the Supplier’s obligation to maintain a

Security Management Plan shall mean the Supplier’s “Security Oversight” document included in Appendix 3 to this Call-Off Order Form.

CALL-OFF START DATE: **1st January 2024**

CALL-OFF EXPIRY DATE: **31st December 2024**

ACTIVATION DUE DATE **1st January 2024**

FINISH DATE **31st December 2024**

CALL-OFF INITIAL PERIOD: Twelve (12) Months

CALL-OFF DELIVERABLES

### Option A: Acquiring and Gateway Services (as provided currently).

QUALITY PLANS

N/A

MAINTENANCE SCHEDULE

N/A

SOFTWARE TERMS

N/A

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,223,870.94.

CALL-OFF CHARGES

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

The Charges will not be impacted by any change to the Framework Prices. The Charges (other than Acquiring Fees which can be changed by way of notification in line with Clause 12.5 of Section 1 of Part 2 of Call-Off Schedule 23) can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Indexation
* Specific Change in Law

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Direct Debit.

BUYER’S INVOICE ADDRESS:

N/A

BUYER’S AUTHORISED REPRESENTATIVE

XXXXXX Redacted under FOIA section 40

XXXXXX Redacted under FOIA section 40

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SUPPLIER’S AUTHORISED REPRESENTATIVE

XXXXXX Redacted under FOIA section 40

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SUPPLIER’S CONTRACT MANAGER

XXXXXX Redacted

under FOIA section XXXXXX Redacted under FOIA section 40

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PROGRESS REPORT FREQUENCY

Performance monitoring reports shall be provided monthly.

PROGRESS MEETING FREQUENCY

Quarterly by Microsoft Teams. DVSA’s representative will be Louisa Painter, Head of Corporate Systems and Service Delivery (or her nominated representative).

KEY STAFF

Contract Manager

KEY SUBCONTRACTOR(S)

|  |  |  |  |
| --- | --- | --- | --- |
| **Registered Name** | **Registered Address / Trading Address** | **Registration Number (if**  **applicable)** | **Relevant Services** |
| PCI-PAL (U.K.)  Limited | 7 Gamma Terrace, Ransomes Europark, Ipswich, Suffolk, IP3  9FF | 3960535 | Core Acquiring (applicable to PCI DSS Level 1 Merchants) |
| Verifone (UK) Ltd | 3 Roundwood Avenue, Stockley Park, Uxbridge,  UB11 1AF | 1830751 | Payment Equipment and Gateway provider  (Connect+) |
| VERIFI UK LTD | 11TH FLOOR, WHITEFRIARS LEWINS MEAD, BRISTOL, ENGLAND,  BC1 2NT | 9557127 | Fraud Services |
| Ingenico e- Commerce Solutions Ltd | 20 Eastbourne Terrace, London, England, W2 6LG | 6787971 | Gateway (ePDQ) and Payment Equipment |
| American Express Payment Services Limited | Belgrave House, 76 Buckingham Palace Road, London SW1W  9AX | 6301718 | Merchant Acquiring (where American Express is an accepted Card  Scheme) |
| The Logic Group  Enterprises Limited | Logic House, Waterfront  Business Park, Fleet Road Fleet, Hampshire, GU51 3SB | 02609323 | Gateway (Smartpay  Advance/Smartpay Bureau) – service and billing is provided by The Logic Group |
| Ingenico UK Ltd | Ingenico (UK) Limited  whose registered office is at 1 Park Row, Leeds, LS1 5AB | 02135540 | Payment Equipment |
| CYBERSOURCE  LTD. | 100 New Bridge Street,  London, United Kingdom, EC4V 6JA | 03425262 | Gateway (Smartpay  Fuse) |

COMMERCIALLY SENSITIVE INFORMATION

In addition to any information set out in Joint Schedule 4 (Commercially Sensitive Information), the following shall also be considered to be Commercially Sensitive Information:

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| **No.** | **Date** | **Item(s)** | **Duration of Confidentiality** |
| 1 | 3 February  2020 | All Call-Off Charges listed in this Contract or in Framework Schedule 3  (Framework Prices) | 6 years from the Call-Off Expiry Date |

SERVICE CREDITS

Not applicable

SERVICE LEVELS

See Appendix 1

ADDITIONAL INSURANCES

See Joint Schedule 3 (Insurance Requirements)

GUARANTEE

Not applicable

BUSINESS CONTINUITY AND DISASTER RECOVERY

The Supplier shall maintain throughout the term of this Call-Off Contract appropriate disaster recovery measures in relation to the Services which shall conform with the Barclays client resilience statement at Appendix 2, as amended from time to time.

**Appendix 1**

**PART A: SERVICE LEVELS**

1. **GENERAL PROVISIONS**
   1. The Supplier shall provide a proactive Call-Off Contract manager to ensure that all Service Levels in this Call-Off Contract and Key Performance Indicators in the Framework Agreement are achieved to the highest standard throughout, respectively, the Call-Off Contract Period and the Framework Period.
   2. The Supplier shall provide a managed service through the provision of a dedicated Call-Off Contract manager where required on matters relating to:
      1. Supply performance;
      2. Quality of Goods and/or Services;
      3. Customer support;
      4. Complaints handling; and
      5. Accurate and timely invoices.

### PRINCIPAL POINTS

* 1. The objectives of the Service Levels and Service Credits are to ensure that the Services are of a consistently high quality and meet the requirements of the Buyer.

### SERVICE LEVELS

* 1. Annex 1 to this Part A of this Call-Off Appendix 1 sets out the Service Levels the performance of which the Parties have agreed to measure.
  2. The Supplier shall monitor its performance of this Call-Off Contract by reference to the relevant performance criteria for achieving the Service Levels shown in Annex 1 to this Part A of this Call-Off Schedule and shall send the Buyer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Call-Off Appendix 1.
  3. The Supplier shall, at all times, provide the Services in such a manner that the Service Levels Performance Measures are achieved.
  4. If the level of performance of the Supplier of any element of the provision by it of the Services during the Call-Off Contract Period:
     1. is likely to or fails to meet any Service Level Performance

Measure or

* + 1. is likely to cause or causes a Critical Service Failure to occur
    2. the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without prejudice to any other of its rights howsoever arising, may:
       1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure from taking place or recurring; and
       2. if the action taken under paragraph (a) above has not already

prevented or remedied the Service Level Failure, the Buyer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process.

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

### Annex 1 to Part A: Service Levels

For the purposes of the table below the following terms shall mean:

* “**Severity level 1**” means more than 50% of Transactions are affected;
* “**Severity level 2**” means greater than 21% but less than 50% of Transactions are affected; and
* “**Severity level 3**” means less than 20% of Transactions affected

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| Service Levels | | | |
| **Service Level**  **Performance Criterion** | **Key Indicator** | **Service Level**  **Performance Measure** | **Service Level Threshold** |
| The Services are uninterrupted and  available for use | Uninterrupted and available for use  24/7/365(6) | At least 99.9% at all times | 95% |
| All Payment Gateway Services Transactions are processed immediately - POS/MPOS  Terminal Transactions are processed at end  of day | Processed immediately | 100% of the time. | 100% |
| Notification of any issues or incidents affecting service | * Severity level 1 – within 1 hour of the incident • Severity level 2 – within 2 hours of the incident •Severity level 3 – within 4 hours of the   incident | At least 99.9% at all times | 95% |
| Details of card BIN ranges and numbers in  operation are | Notified within 24 hours of being provided by the  Card Schemes | At least 99.9% at all times | 95% |

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| notified to the Buyer |  |  |  |
| When the Customer submits a Gross payment file, confirmation of the number of transactions and total Gross value  of the file shall be confirmed | Confirmed within one hour | 100% of the time | 100% |
| With the exception of Alternative Payment Method's, the Gross value is received in the Buyer's bank account in accordance with the Customer's agreed settlement  date and time. | Gross value is received on time | 100% of the time | 100% |
| All settlement queries are acknowledged and resolved | Acknowledged and resolved within five working days of the query being  raised | At least 99.9% at all times | 100% |
| The facility to change Transaction thresholds with the  changes actioned | Changes actioned within five working days | At least 99.9% at all times | 99% |
| All Point of Sale, Mobile Point of Sale Terminals equipment or equivalent to facilitate Cardholder Present is replaced and connected to the Merchant  Acquiring Services | Supplied within five working days | at least 99.9% at all times | 95% |

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| The Payment Gateway Services are uninterrupted  and available | Uninterrupted and available | 100% of the time | 99% |
| All Payment Gateway Transactions are  processed | Processed | 100% of the time | 100% |
| Notification of any Payment Gateway Services issues or incidents affecting the Payment Gateway services | Severity level 1 – within 1 hour of the incident • Severity level 2 – within 2 hours of the incident •Severity level 3 – within 4 hours of the  incident | 100% of the time | 99% |
| An accurate paper or electronic invoice is provided  in the Buyer's chosen format | Within one day of the invoice date | At least 99.9% at all times | 95% |
| A secure email providing or online access to a breakdown of the Buyer 's Gross payments and a separate breakdown of Gross Refunds is  received | On Day 2 by 07:00 GMT | At least 99.9% at all times | 100% |
| All invoice queries are acknowledged and resolved | Resolved within three working days of the query being raised and the relevant correct information  provided | At least 99.9% at all times | 95% |
| A dedicated customer helpdesk/technical helpdesk shall be operational 24/7/365(6) and  calls shall be | Calls to the customer helpdesk/ technical helpdesk shall be answered by a customer  service | At least 90% at all times | 100% |

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| answered by a customer service  representative | representative within 15 seconds |  |  |
| Lost call rate - lost or abandoned calls less than 3% of calls made to the customer helpdesk/technical  helpdesk | Lost or abandoned calls equate to less than 3% of calls made to the customer helpdesk/  technical helpdesk | At least 99.9% at all times | 95% |
| All necessary information to deal with Requests For Information (RFls), Charge backs and dispute resolutions to resolve any issues or queries satisfactorily is  provided to the Buyer | All necessary information is provided within 24 hours and in accordance with various Card scheme rules | At least 99.9% at all times | 95% |
| A minimum of 14 working days from the time of receipt by the Buyer to investigate and respond to enquiries including, but not limited to referrals,  refunds, errors and fraud to ensure the Buyer has time to respond and to take any necessary action required of them working with the Buyer where needed to ensure a satisfactory  resolution | A minimum of 14 working days from the time of receipt | At least 99.9% of the time | 100% |
| All accounts  queries responded to | Responded to  within 2 working days | At least 99.9% of the time | 99% |

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| All account queries resolved | Resolved within 10 working days | At least 99% of the time | 95% |
| All reports delivered in accordance with the Buyer's  requirements | Delivered | 100% of the time | 95% |
| All key Transaction related data including references applicable to the Supplier and  Buyer is provided | Provided | 100% of the time | 100% |
| The real-time, intraday/end of day Gross position  can be accessed | Accessed | 100% of the time | 100% |
| Any data files provided by the Supplier are delivered on time and in accordance with the Buyer's  requirements | Delivered within one hour | 100% of the time | 100% |
| All complaints responded to | Responded to  within two working days | At least 99.9% at all times | 95% |
| All complaints resolved | Resolved within five working days | At least 99.9% at all times | 95% |

### Annex 2 to Part A: Critical Service Level Failure

None

### PART B: PERFORMANCE MONITORING

1. **PRINCIPAL POINTS**
   1. Part B to this Call-Off Appendix 1 provides the methodology for monitoring the provision of the Services:
      1. to ensure that the Supplier is complying with the Service Levels; and
      2. for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services ("**Performance Monitoring System**").
   2. Within twenty (20) Working Days of the Call-Off Commencement Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

### REPORTING OF SERVICE FAILURES

The Supplier shall report all failures to achieve Service Levels to the Buyer in accordance with the processes agreed in paragraph 1.2 of Part B of this Call-Off Appendix 1 above.

### PERFORMANCE MONITORING AND PERFORMANCE REVIEW

1. The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1 of Part B of this Call-Off Appendix 1 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
2. for each Service Level, the actual performance achieved over the Service Level for the relevant service period, which shall be a recurrent period of **one Month** during the Call-Off Contract Period (the “**Service Period**”);
3. a summary of all failures to achieve Service Levels that occurred during that Service Period;
4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
5. such other details as the Buyer may reasonably require from time to time.
6. The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
7. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;
8. take place at such location and time (within normal business hours) as the Buyer shall reasonably require unless otherwise agreed in advance;
9. be attended by the Supplier's Representative and the Buyer's Representative; and
10. be fully minuted by the Supplier. The prepared 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. 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.
11. The Buyer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
12. The Supplier shall provide to the Buyer such supporting documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier.

**APPENDIX 2**

XXXXXX Redacted under FOIA section 43

XXXXXX Redacted under FOIA section 43

**Appendix 3**

XXXXXX Redacted under FOIA section 40

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | XXXXXX Redacted under FOIA section 40 | Signature: | XXXXXX Redacted under FOIA section 40 |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

# Joint Schedule 1 (Definitions)

* 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.
  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.
  3. In each Contract, unless the context otherwise requires:
     1. the singular includes the plural and vice versa;
     2. reference to a gender includes the other gender and the neuter;
     3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
     4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
     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**";
     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;
     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;
     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;
     9. references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
     10. references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
     11. the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
     12. where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.
  4. In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

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| **"Achieve"** | in respect of a Test, to successfully pass such Test without any Test  Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly; |
| **"Additional**  **Insurances"** | insurance requirements relating to a Call-Off Contract specified in  the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements); |
| **"Admin Fee”** | 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; |
| **"Audit"** | the Relevant Authority’s right to:   1. 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); 2. 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; 3. verify the Open Book Data; 4. verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; 5. identify or investigate actual or suspected breach of Clauses 27 to   33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; |

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|  | 1. 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; 2. obtain such information as is necessary to fulfil the Relevant Authority’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; 3. review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; 4. 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; 5. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or 6. verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract; |
| **"Auditor"** | 1. the Buyer’s internal and external auditors; 2. the Buyer’s statutory or regulatory auditors; 3. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; 4. HM Treasury or the Cabinet Office; 5. any party formally appointed by the Buyer to carry out audit or similar review functions; and 6. successors or assigns of any of the above; |
| **"Authority"** | CCS and each Buyer; |
| **"Authority Cause"** | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier; |
| **"BACS"** | the Bankers’ Automated Clearing Services, which is a scheme for  the electronic processing of financial transactions within the United Kingdom; |
| **"Beneficiary"** | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| **"Buyer"** | the relevant public sector purchaser identified as such in the Order Form; |

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| **"Buyer Assets"** | the Buyer’s infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract; |
| **"Buyer Authorised Representative"** | the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form; |
| **"Buyer 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); |
| **"Call-Off Contract"** | the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form; |
| **"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 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 4 (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; |

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| **"Central Government Body"** | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:   1. Government Department; 2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); 3. Non-Ministerial Department; or 4. Executive Agency; |
| **"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; |
| **"Confidential Information"** | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential; |
| **"Conflict of Interest"** | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS; |
| **"Contract"** | either the Framework Contract or the Call-Off Contract, as the context requires; |

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| **"Contracts Finder"** | the Government’s publishing portal for public sector procurement opportunities; |
| **"Contract Period"** | the term of either a Framework Contract or Call-Off Contract from  the earlier of the:   1. applicable Start Date; or 2. the Effective Date   until the applicable End Date; |
| **"Contract Value"** | the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier; |
| **"Contract Year"** | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof; |
| **"Control"** | control in either of the senses defined in sections 450 and 1124 of  the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly; |
| **“Controller”** | has the meaning given to it in the 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; |
| **"Costs"** | the following costs (without double recovery) to the extent that they  are reasonably and properly incurred by the Supplier in providing the Deliverables:   1. the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:    1. base salary paid to the Supplier Staff;    2. employer’s National Insurance contributions;    3. pension contributions;    4. car allowances;    5. any other contractual employment benefits;    6. staff training;    7. work place accommodation;    8. work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and    9. reasonable recruitment costs, as agreed with the Buyer; 2. 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 |

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|  | not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;   1. operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and 2. Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;   but excluding:   1. Overhead; 2. financing or similar costs; 3. 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; 4. taxation; 5. fines and penalties; 6. amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and 7. non-cash items (including depreciation, amortisation, impairments and movements in provisions); |
| **"Crown Body"** | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government 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 Protection Impact Assessment** | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| **"Data Protection Legislation"** | (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy; |
| **"Data Protection 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; |

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| **"Deductions"** | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract; |
| **"Default"** | any breach of the obligations of the Supplier (including abandonment  of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority; |
| **"Default**  **Management Charge"** | has the meaning given to it in Paragraph 8.1.1 of Framework  Schedule 5 (Management Charges and Information); |
| **"Delay Payments"** | the amounts (if any) payable by the Supplier to the Buyer in respect  of a delay in respect of a Milestone as specified in the Implementation Plan; |
| **"Deliverables"** | 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 (Implementation 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**"); |
| **"Disclosing Party"** | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential); |
| **"Dispute"** | any claim, dispute or difference 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 Clause 34 (Resolving  disputes); |
| **"Documentation"** | descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals,  process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy |

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|  | or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:   1. 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 2. is required by the Supplier in order to provide the Deliverables; and/or 3. 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; |
| **“DPA 2018”** | the Data Protection Act 2018; |
| **"Due Diligence Information"** | any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date; |
| **"Effective Date"** | the date on which the final Party has signed the Contract; |
| **"EIR"** | the Environmental Information Regulations 2004; |
| **"Employment**  **Regulations"** | the Transfer of Undertakings (Protection of Employment)  Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC; |
| **"End Date"** | the earlier of:   1. the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or 2. if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract; |
| **"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; |
| **“Estimated Year 1**  **Charges”** | the anticipated total Charges payable by the Buyer in the first  Contract Year specified in the Order Form; |
| **"Estimated Yearly Charges"** | means for the purposes of calculating each Party’s annual liability under clause 11.2 : |

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|  | 1. in the first Contract Year, the Estimated Year 1 Charges; or 2. in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or 3. after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; |
| **"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; |
| **"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); |
| **"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; |
| **"FOIA"** | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| **"Force Majeure Event"** | any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:   1. 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; 2. riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; 3. acts of a Crown Body, local government or regulatory bodies; 4. fire, flood or any disaster; or 5. an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:    1. 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; |

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|  | 1. 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 2. 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; |
| **"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 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 Special Terms"** | any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract; |
| **"Framework Start**  **Date"** | the date of start of the Framework Contract as stated in the  Framework Award Form; |
| **"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 Procedure"** | the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria); |
| **"GDPR"** | the General Data Protection Regulation (Regulation (EU) 2016/679); |
| **"General Anti- Abuse Rule"** | a) the legislation in Part 5 of the Finance Act 2013 and; and |

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|  | b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions; |
| **"General Change**  **in Law"** | a Change in Law where the change is of a general legislative nature  (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply; |
| **"Goods"** | goods made available by the Supplier as specified in Framework  Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ; |
| **"Good Industry**  **Practice"** | standards, practices, methods and procedures conforming to the  Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector; |
| **"Government"** | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| **"Government**  **Data"** | the data, text, drawings, diagrams, images or sounds (together with  any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority’s Confidential Information, and which:   1. are supplied to the Supplier by or on behalf of the Authority; or 2. the Supplier is required to generate, process, store or transmit pursuant to a Contract; |
| **"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-](http://www.gov.uk/government/publications/government-) procurement-card--2; |
| **"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"** | an assessment of the impact of a Variation request by the Relevant  Authority completed in good faith, including: |

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|  | 1. details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; 2. details of the cost of implementing the proposed Variation; 3. 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; 4. a timetable for the implementation, together with any proposals for the testing of the Variation; and 5. such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request; |
| **"Implementation Plan"** | the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer; |
| **"Indemnifier"** | a Party from whom an indemnity is sought under this Contract; |
| **“Independent**  **Control”** | where a Controller has provided Personal Data to another Party  which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “**Independent Controller**” shall be construed accordingly; |
| **"Indexation"** | the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form; |
| **"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"** | 1. in respect of a person: 2. 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 3. 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 4. 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 |

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|  | creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or   1. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or 2. an application 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 3. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or 4. 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 5. 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 6. any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction; |
| **"Installation**  **Works"** | all works which the Supplier is to carry out at the beginning of the  Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract; |
| **"Intellectual Property Rights" or "IPR"** | 1. 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; 2. 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 3. all other rights having equivalent or similar effect in any country or jurisdiction; |
| **"Interchange Fee”** | a fee paid by the Supplier to the relevant issuing bank when a transaction is processed via the Services; |
| **"Interchange Fee And / Or Card Scheme Fees Change”** | a change in the Interchange Fee and/or a change in the Card Scheme Fees; |
| **"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 |

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|  | 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;](https://www.gov.uk/guidance/ir35-find-out-if-it-applies) |
| **“Joint Controller**  **Agreement”** | the agreement (if any) entered into between the Relevant Authority  and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (*Processing Data*); |
| **“Joint**  **Controllers”** | where two or more Controllers jointly determine the purposes and  means of Processing; |
| **"Key Personnel"** | the individuals (if any) identified as such in the Order Form; |
| **"Key Sub- Contract"** | each Sub-Contract with a Key Subcontractor; |
| **"Key Subcontractor"** | any Subcontractor:   1. which is relied upon to deliver any work package within the Deliverables in their entirety; and/or 2. 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 3. with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,   and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form; |
| **"Know-How"** | all ideas, concepts, schemes, information, knowledge, techniques,  methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party’s possession before the applicable Start Date; |
| **"Law"** | any law, subordinate legislation within the meaning of Section 21(1)  of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply; |
| **“LED”** | Law Enforcement Directive (Directive (EU) 2016/680); |
| **"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; |

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| **"Lots"** | the number of lots specified in Framework Schedule 1 (Specification), if applicable; |
| **"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 Charge"** | the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information); |
| **"Management Information" or “MI”** | the management information specified in Framework Schedule 5 (Management Charges and Information); |
| **"Marketing Contact"** | shall be the person identified in the Framework Award Form; |
| **“MI Default”** | means when two (2) MI Reports are not provided in any rolling six  (6) month period |
| **"MI Failure"** | means when an MI report:   1. contains any material errors or material omissions or a missing mandatory field; or 2. is submitted using an incorrect MI reporting Template; or 3. is not submitted by the reporting date (including where a declaration of no business should have been filed); |
| **"MI Report"** | means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information); |
| **"MI Reporting Template"** | means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority; |
| **"Milestone"** | an event or task described in the Implementation Plan; |
| **"Milestone Date"** | the target date set out against the relevant Milestone in the  Implementation Plan by which the Milestone must be Achieved; |
| **"Month"** | a calendar month and "**Monthly**" shall be interpreted accordingly; |
| **"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; |
| **"New IPR"** | 1. 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 |

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|  | 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; |
| **"Occasion of Tax**  **Non– Compliance"** | where:   1. 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:    1. 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;    2. 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 2. 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 "** | 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:   1. 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; 2. operating expenditure relating to the provision of the Deliverables including an analysis showing:    1. the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;    2. 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;    3. a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and    4. Reimbursable Expenses, if allowed under the Order Form; 3. Overheads; |

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|  | 1. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; 2. the Supplier Profit achieved over the Framework Contract Period and on an annual basis; 3. 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; 4. 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 5. 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; |
| **"Overhead"** | those amounts which are intended to recover a proportion of the  Supplier’s or the Key Subcontractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs"; |
| **"Parliament"** | takes its natural meaning as interpreted by Law; |
| **"Party"** | in the context of the Framework Contract, CCS or the Supplier, and  in the in the context of a Call-Off Contract the Buyer or the Supplier. "**Parties**" shall mean both of them where the context permits; |
| **"Performance**  **Indicators" or "PIs"** | the performance measurements and targets in respect of the  Supplier’s performance of the Framework Contract set out in Framework Schedule 4 (Framework Management); |
| **"Personal Data"** | has the meaning given to it in the GDPR; |
| **“Personal Data Breach”** | has the meaning given to it in the GDPR; |
| **“Personnel”** | all directors, officers, employees, agents, consultants and suppliers  of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract; |
| **"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 |

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|  | at: [https://www.gov.uk/government/publications/blowing-the-](https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies) [whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-](https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies) [of-prescribed-people-and-bodies;](https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies) |
| **“Processing”** | has the meaning given to it in the GDPR; |
| **“Processor”** | has the meaning given to it in the GDPR; |
| **“Processor**  **Personnel”** | all directors, officers, employees, agents, consultants and suppliers  of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract; |
| **"Progress Meeting"** | a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative; |
| **"Progress Meeting Frequency"** | the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form; |
| **“Progress Report”** | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates; |
| **“Progress Report**  **Frequency”** | the frequency at which the Supplier shall deliver Progress Reports in  accordance with Clause 6.1 as specified in the Order Form; |
| **“Prohibited Acts”** | 1. 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:    1. induce that person to perform improperly a relevant function or activity; or    2. reward that person for improper performance of a relevant function or activity; 2. 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 3. committing any offence:    1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or    2. under legislation or common law concerning fraudulent acts; or    3. defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or 4. 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; |
| **“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 |

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|  | can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract. |
| **“Recall”** | a request by the Supplier to return Goods to the Supplier or the  manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance; |
| **"Recipient Party"** | the Party which receives or obtains directly or indirectly Confidential  Information; |
| **"Rectification Plan"** | the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Joint Schedule 10 (Rectification Plan Template)which shall include:   1. full details of the Default that has occurred, including a root cause analysis; 2. the actual or anticipated effect of the Default; and 3. the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable); |
| **"Rectification Plan Process"** | the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process); |
| **"Regulations"** | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); |
| **"Reimbursable**  **Expenses"** | the reasonable out of pocket travel and subsistence (for example,  hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:   1. travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and 2. subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; |
| **"Relevant**  **Authority"** | the Authority which is party to the Contract to which a right or  obligation is owed, as the context requires; |
| **"Relevant Authority's Confidential Information"** | 1. 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); |

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|  | b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority’s attention or into the Relevant Authority’s possession in connection with a Contract; and  information derived from any of the above; |
| **"Relevant Requirements"** | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010; |
| **"Relevant Tax Authority"** | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established; |
| **"Reminder**  **Notice"** | a notice sent in accordance with Clause 10.6 given by the Supplier  to the Buyer providing notification that payment has not been received on time; |
| **"Replacement Deliverables"** | any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| **"Replacement**  **Subcontractor"** | a Subcontractor of the Replacement Supplier to whom Transferring  Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor); |
| **"Replacement Supplier"** | any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer; |
| **"Request For**  **Information"** | a request for information or an apparent request relating to a  Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs; |
| **"Required Insurances"** | the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form; |
| **"Satisfaction Certificate"** | the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test; |
| **“Schedules"** | any attachment to a Framework Contract or Call-Off Contract which  contains important information specific to each aspect of buying and selling; |
| **"Security**  **Management Plan"** | the Supplier's security management plan prepared pursuant to Call-  Off Schedule 9 (Security) (if applicable); |

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| **"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"** | means the certificate in the form as set out in Framework Schedule  8 (Self Audit Certificate); |
| **"Serious Fraud Office"** | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| **“Service Levels”** | any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule); |
| **"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"** | any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which:   1. the Deliverables are (or are to be) provided; or 2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; |
| **"SME"** | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises; |
| **"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; |
| **"Standards"** | any:   1. standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International |

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|  | 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;   1. standards detailed in the specification in Schedule 1 (Specification); 2. standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; 3. relevant Government codes of practice and guidance applicable from time to time; |
| **"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"** | 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:   1. provides the Deliverables (or any part of them); 2. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or 3. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them); |
| **"Subcontractor"** | any person other than the Supplier, who is a party to a Sub-Contract  and the servants or agents of that person; |
| **"Subprocessor"** | any third Party appointed to process Personal Data on behalf of that Processor related to a Contract; |
| **"Supplier"** | the person, firm or company identified in the Framework Award Form; |
| **"Supplier Assets"** | all assets and rights used by the Supplier to provide the Deliverables  in accordance with the Call-Off Contract but excluding the Buyer Assets; |
| **"Supplier**  **Authorised Representative"** | the representative appointed by the Supplier named in the  Framework Award Form, or later defined in a Call-Off Contract; |
| **"Supplier's Confidential Information"** | 1. 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; |

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|  | 1. 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; 2. Information derived from any of (a) and (b) above; |
| **"Supplier's Contract Manager** | the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternativ e person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment; |
| **"Supplier**  **Equipment"** | the Supplier's hardware, computer and telecoms devices,  equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract; |
| **"Supplier Non-**  **Performance"** | where the Supplier has failed to:   1. Achieve a Milestone by its Milestone Date; 2. provide the Goods and/or Services in accordance with the Service Levels ; and/or 3. comply with an obligation under a Contract; |
| **"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 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; |
| **"Supply Chain**  **Information Report Template"** | the document at Annex 1 of Schedule 12 Supply Chain Visibility; |
| **"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; |
| **"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; |

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| **"Test Plan"** | a plan:   1. for the Testing of the Deliverables; and 2. 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; |
| **"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 –   1. any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and 2. 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); |
| **"Variation"** | has the meaning given to it in Clause 24 (Changing the contract); |
| **"Variation Form"** | the form set out in Joint Schedule 2 (Variation Form); |
| **"Variation**  **Procedure"** | the procedure set out in Clause 24 (Changing the contract); |
| **"VAT"** | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| **"VCSE"** | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; |
| **"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-](http://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. |

# Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

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| **Contract Details** | | |
| This variation is between: | **[delete** as applicable: CCS / Buyer**]** ("**CCS” “the Buyer"**)  And  **[insert** name of Supplier**]** (**"the Supplier"**) | |
| Contract name: | **[insert** name of contract to be changed] **(“the Contract”)** | |
| Contract reference number: | **[insert** contract reference number] | |
| **Details of Proposed Variation** | | |
| Variation initiated by: | **[delete** as applicable: CCS/Buyer/Supplier] | |
| Variation number: | **[insert** variation number] | |
| Date variation is raised: | **[insert** date] | |
| Proposed variation |  | |
| Reason for the variation: | **[insert** reason] | |
| An Impact Assessment shall  be provided within: | **[insert** number] days | |
| **Impact of Variation** | | |
| Likely impact of the proposed  variation: | **[Supplier to insert** assessment of impact] | |
| **Outcome of Variation** | | |
| Contract variation: | This Contract detailed above is varied as follows:   * **[CCS/Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause] | |
| Financial variation: | Original Contract Value: | £ **[insert** amount] |
| Additional cost due to variation: | £ **[insert** amount] |
| New Contract value: | £ **[insert** amount] |

* 1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective f rom the date it is signed by **[delete** as applicable: CCS / Buyer**]**
  2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
  3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Date

Name (in Capitals)

Address

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

Date

Name (in Capitals)

Address

# Joint Schedule 3 (Insurance Requirements)

### The insurance you need to have

* 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:
     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. the Call-Off Contract Effective Date in respect of the Additional Insurances.
  2. The Insurances shall be:
     1. maintained in accordance with Good Industry Practice;
     2. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
     3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
     4. maintained for at least six (6) years after the End Date.
  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.

### How to manage the insurance

* 1. Without limiting the other provisions of this Contract, the Supplier shall:
     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;
     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. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### What happens if you aren’t insured

* 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.
  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.

### Evidence of insurance you must provide

* 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.

### Making sure you are insured to the required amount

* 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.

### Cancelled Insurance

* 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.

* 1. The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

### Insurance claims

* 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.
  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 [5.1](#_bookmark0) 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.
  3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
  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

1. The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:
   1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000);
   2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); and
   3. employers’ liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

# Joint Schedule 4 (Commercially Sensitive Information)

### What is the Commercially Sensitive Information?

* 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.
  2. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
  3. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

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

# Joint Schedule 10 (Rectification Plan)

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

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

**Joint Schedule 11 (Processing Data)**

### Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
   1. “Controller” in respect of the other Party who is “Processor”;
   2. “Processor” in respect of the other Party who is “Controller”;
   3. “Joint Controller” with the other Party;
   4. “Independent Controller” of the Personal Data where there other Party is also “Controller”,

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

### Where one Party is Controller and the other Party its Processor

1. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.
2. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
   1. a systematic description of the envisaged Processing and the purpose of the Processing;
   2. an assessment of the necessity and proportionality of the Processing in relation to the Services;
   3. an assessment of the risks to the rights and freedoms of Data Subjects; and
   4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
4. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
   1. Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it

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is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

* 1. ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms*,* which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
     1. nature of the data to be protected;
     2. harm that might result from a Personal Data Breach;
     3. state of technological development; and
     4. cost of implementing any measures;
  2. ensure that :
     1. the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));
     2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
        1. are aware of and comply with the Processor’s duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
        2. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
        3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
        4. have undergone adequate training in the use, care, protection and handling of Personal Data;
  3. not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
     1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
     2. the Data Subject has enforceable rights and effective legal remedies;
     3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound,

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uses its best endeavours to assist the Controller in meeting its obligations); and

* + 1. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  1. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

1. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
   1. receives a Data Subject Access Request (or purported Data Subject Access Request);
   2. receives a request to rectify, block or erase any Personal Data;
   3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
   4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
   5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
   6. becomes aware of a Personal Data Breach.
2. The Processor’s obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
3. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
   1. the Controller with full details and copies of the complaint, communication or request;
   2. such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
   3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
   4. assistance as requested by the Controller following any Personal Data Breach; and/or

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* 1. assistance as requested by the Controller with respect to any request from the Information Commissioner’s Office, or any consultation by the Controller with the Information Commissioner's Office.

1. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
   1. the Controller determines that the Processing is not occasional;
   2. the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
   3. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
2. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller’s designated auditor.
3. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
4. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
   1. notify the Controller in writing of the intended Subprocessor and Processing;
   2. obtain the written consent of the Controller;
   3. enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
   4. provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
5. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
6. The Relevant Authority may, at any time on not less than 30 Working Days’ notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
7. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Relevant Authority may on not less than 30 Working Days’ notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

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### Where the Parties are Joint Controllers of Personal Data

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

### Independent Controllers of Personal Data

1. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
2. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
3. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
4. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
5. The Parties shall only provide Personal Data to each other:
   1. to the extent necessary to perform their respective obligations under the Contract;
   2. in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
   3. where it has recorded it in Annex 1 *(Processing Personal Data).*
6. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
7. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30

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GDPR and shall make the record available to the other Party upon reasonable request.

1. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract **(“Request Recipient”)**:
   1. the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
   2. where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
      1. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
      2. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
2. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
   1. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
   2. implement any measures necessary to restore the security of any compromised Personal Data;
   3. work with the other Party to make any required notifications to the Information Commissioner’s Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
   4. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
3. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*
4. Personal Data shall not be retained or processed for longer than is necessary to perform each Party’s respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.

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1. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs16 to 27 of this Joint Schedule 11.

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### Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

* 1. The contact details of the Relevant Authority’s Data Protection Officer are:
  2. XXXXXX Redacted under FOIA section 40
  3. The Representative of the DPO at DVSA is the Data Protection Manager, XXXXXX Redacted under FOIA section 40
  4. The contact details of the Supplier’s Data Protection Officer are: XXXXXX Redacted under FOIA section 40
  5. The Processor shall comply with any further written instructions with respect to Processing by the Controller
  6. Any such further instructions shall be incorporated into this Annex

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is**  **Processor**  The Parties acknowledge that in accordance with paragraph 2 to |
|  | paragraph 15 and for the purposes of the Data Protection |
|  | Legislation, the Relevant Authority is the Controller and the Supplier |
|  | is the Processor of any Personal Data which it is necessary to hold, |
|  | Process, generate or otherwise use in connection with providing the |
|  | Services. |
|  | **The Parties are Independent Controllers of Personal Data** |
|  | Without limitation to foregoing the Parties acknowledge that the |
|  | Supplier(s) may be an Independent Controller for the purposes of |
|  | the Data Protection Legislation in respect of the personal data of |
|  | end users and Part C Independent Controllers of Personal Data to |
|  | this Schedule shall apply in replacement of Clause 14 of the Core |
|  | Terms. |

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|  |  |
| --- | --- |
| Duration of the Processing | The duration of the Processing shall be the duration:   1. of the Services; 2. allowed in order to comply with the Supplier’s regulatory requirements; or 3. allowed in order to comply with the requirements of a Card Scheme, whichever is longer so long as there is a lawful reason to Process the Personal Data.   Retention in accordance with each Party’s data retention policies complying with Data Protection Legislation. |
| Nature and  purposes of the Processing | Administration of this Agreement.  The transaction personal data shall be processed in order for the Supplier to provide its Services under this Agreement.  Management and exercise of Parties’ rights and obligations under this Agreement.  Transaction processing, monitoring, verification, and analysis. |
| Type of Personal  Data | Business contact information  Exact data captured is dependent on the originating service. Payment details are transferred between the Customer and the Supplier. Examples include, but are not limited to, the following:   * End-User/Cardholder details. * Merchant IDs/Chain number (to identify the department who received the payment/processed the transaction). * Unique reference details.   For access to the MA billing platform, Barclaycard allocated usernames, passwords and staff/group email addresses are utilised. |
| Categories of Data Subject | Personnel of each Party Cardholder’s Details |
| Plan for return and destruction of the data once the | Retention periods for payment/settlement details and return/destruction obligations are determined by the Financial Conduct Authority (FCA). Any Customer Staff Details (usernames, |

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|  |  |
| --- | --- |
| Processing is complete  UNLESS  requirement under Union or Member State law to preserve that type of data | password & email addresses etc.) will be deleted in accordance to the Supplier’s own data retention/policy procedures as governed by Data Protection Legislation and FCA guidance. Data protection and information security are long-standing priorities for the Supplier, and the processing of personal data involved in the provision of card acceptance services is performed pursuant to the Card Agreement, the Privacy Notice, the Online Privacy Statement and Data Protection and Privacy Principles, which can be found on the Supplier’s website. |

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### Annex 2 – Not Used

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# Joint Schedule 12 (Supply Chain Visibility)

### Definitions

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

**"Contracts Finder"** the Government’s publishing portal for

public sector procurement opportunities;

**"SME"** an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;

### “Supply Chain Information Report Template”

the document at Annex 1 of this Schedule 12; and

**"VCSE"** a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

### Visibility of Sub-Contract Opportunities in the Supply Chain

* 1. The Supplier shall:
     1. subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
     2. within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
     3. monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
     4. provide reports on the information at Paragraph 2.1.3 to the Relevant

Authority in the format and frequency as reasonably specified by the Relevant Authority; and

* + 1. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
  1. Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
  2. The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
  3. Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

### Visibility of Supply Chain Spend

* 1. In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:

1. the total contract revenue received directly on the Contract;
2. the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
3. the total value of sub-contracted revenues to SMEs and VCSEs.
   1. The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
   2. The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

**Annex 1**

**Supply Chain Information Report template**

# Call-Off Schedule 1 (Transparency Reports)

* 1. 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-](https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) [update-to-transparency-principles)](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.
  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.
  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.
  4. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

# Annex A: List of Transparency Reports

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

**Call-Off Schedule 2 (Staff Transfer)**

### Definitions

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

### "Employee Liability"

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

* + 1. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
    2. unfair, wrongful or constructive dismissal compensation;
    3. 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;

* + 1. compensation for less favourable treatment of part-time workers or fixed term employees;
    2. 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 Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;

**"Former Supplier"**

**"Partial Termination"**

**"Relevant Transfer"**

**"Relevant Transfer Date"**

**"Supplier's Final Supplier Personnel List"**

**"Supplier's Provisional Supplier Personnel List"**

* + 1. claims whether in tort, contract or statute or otherwise;

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

a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub- contractor of such supplier (or any Sub-contractor of any such Sub-contractor);

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract ) or 10.6 (When the Supplier can end the contract);

a transfer of employment to which the Employment Regulations applies;

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;

a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;

a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

### "Staffing Information"

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:

* + - 1. their ages, dates of commencement of employment or engagement, gender and place of work;
      2. details of whether they are employed, self- employed contractors or consultants, agency workers or otherwise;
      3. the identity of the employer or relevant contracting Party;
      4. their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
      5. their wages, salaries, bonuses and profit sharing arrangements as applicable;
      6. 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;
      7. any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
      8. details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
      9. 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
      10. any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

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

**"Transferring Buyer Employees"**

**"Transferring Former Supplier Employees"**

1. **INTERPRETATION**

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;

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.

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

### Which parts of this Schedule apply

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

**[Delete** if not applicable to the Call Off Contract]

* [Part A (Staff Transfer At Start Date – Outsourcing From the Buyer) ]
* [Part B (Staff Transfer At Start Date – Transfer From Former Supplier)]
* [Part C (No Staff Transfer On Start Date)]
* [Part D (Pensions) ]
  + [ - Annex D1 (CSPS) ]
  + [ - Annex D2 (NHSPS) ]
  + [ - Annex D3 (LGPS) ]
  + [ - Annex D4 (Other Schemes) ]
* Part E (Staff Transfer on Exit)

# Part A: Staff Transfer at the Start Date Outsourcing from the Buyer

### What is a relevant transfer

* 1. The Buyer and the Supplier agree that:
     1. the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
     2. as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee.
     3. The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

### Indemnities the Buyer must give

* 1. Subject to Paragraph [2.2,](#_bookmark2) the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transf erring Buyer Employee occurring before the Relevant Transfer Date.
  2. The indemnities in Paragraph [2.1](#_bookmark1) shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
  3. Subject to Paragraphs [2.4](#_bookmark7) and [2.5](#_bookmark8), if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Sub- contractor pursuant to the Employment Regulations then -
     1. the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
     2. the Buyer 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;
     3. if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
     4. if after the period referred to in Paragraph [2.3.2](#_bookmark5) 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](#_bookmark4) to [2.3.4](#_bookmark6) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph [2.3.](#_bookmark3)

* 1. The indemnity in Paragraph [2.3](#_bookmark3) shall not apply to any claim:
     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 any Sub-contractor; or
     2. (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure.
  2. The indemnity in Paragraph [2.3](#_bookmark3) shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.
  3. If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph [2.3,](#_bookmark3) such person shall be treated as having transferred to the Supplier and/or any Sub- contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

### Indemnities the Supplier must give and its obligations

* 1. Subject to Paragraph [3.2,](#_bookmark10) the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.
  2. The indemnities in Paragraph [3.1](#_bookmark9) shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising

from the Buyer's failure to comply with its obligations under the Employment Regulations.

* 1. The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

### Information the Supplier must provide

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

### Cabinet Office requirements

* 1. The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
  2. The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 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.

* 1. Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs [5.1](#_bookmark11) or [5.2](#_bookmark12) shall be agreed in accordance with the Variation Procedure.

### Pensions

* 1. The Supplier shall comply with:
     1. all statutory pension obligations in respect of all Transferring Buyer Employees; and
     2. the provisions in Part D: Pensions.

# Part B: Staff transfer at the Start Date

**Transfer from a former Supplier on Re-procurement**

### What is a relevant transfer

* 1. The Buyer and the Supplier agree that:
     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
     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 Sub-contractor and each such Transferring Former Supplier Employee.

* 1. 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.

### Indemnities given by the Former Supplier

* 1. Subject to Paragraph [2.2,](#_bookmark13) the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor 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. The indemnities in Paragraph [2.1](#_bookmark1) shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
  3. Subject to Paragraphs [2.4](#_bookmark18) and [2.5](#_bookmark19), 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 Sub-contractor pursuant to the Employment Regulations then:

* + 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. 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;
    3. if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
    4. if after the period referred to in Paragraph [2.3.2](#_bookmark16) 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](#_bookmark15) to [2.3.4](#_bookmark17) the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor 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.](#_bookmark14)

* 1. The indemnity in Paragraph [2.3](#_bookmark14) shall not apply to any claim:
     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 Sub-contractor; or
     2. that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.
  2. The indemnity in Paragraph [2.3](#_bookmark14) shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.
  3. If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph [2.3,](#_bookmark14) such person shall be treated as having transferred to the Supplier and/or any Sub- contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

### Indemnities the Supplier must give and its obligations

* 1. Subject to Paragraph [3.1,](#_bookmark20) 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 Sub-contractor 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.

* 1. The indemnities in Paragraph [3.1](#_bookmark9) 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.
  2. 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.

### Information the Supplier must give

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 Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

### Cabinet Office requirements

* 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.

* 1. Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph [5.1](#_bookmark11) shall be agreed in accordance with the Change Control Procedure.

### Limits on the Former Supplier’s obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer’s contract with the Former Supplier contains a contractual right in

that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer’s must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

### Pensions

* 1. The Supplier shall comply with:
     1. all statutory pension obligations in respect of all Transferring Former Supplier Employees; and
     2. the provisions in Part D: Pensions.

# Part C: No Staff Transfer on the Start Date

### What happens if there is a staff transfer

* 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.
  2. Subject to Paragraphs [1.3](#_bookmark25), [1.4](#_bookmark26) and [1.5](#_bookmark27), 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 Sub-contractor pursuant to the Employment Regulations then:
     1. the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
     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;
     3. if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
     4. if after the period referred to in Paragraph [1.2.2](#_bookmark23) 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](#_bookmark22) to [1.2.4:](#_bookmark24)

* + - 1. the Buyer will indemnify the Supplier and/or the relevant Sub-contractor 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](#_bookmark21); and
      2. the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph [1.2](#_bookmark21).
  1. The indemnities in Paragraph [1.2](#_bookmark21) shall not apply to any claim:
     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 Sub-contractor; or
     2. any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
  2. The indemnities in Paragraph [1.2](#_bookmark21) shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
  3. If the Supplier and/or the Sub-contractor does not comply with

Paragraph [1.2,](#_bookmark21) all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor 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 Sub-contractor.

### Limits on the Former Supplier’s obligations

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

# Part D: Pensions

### Definitions

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

**"Actuary"** a Fellow of the Institute and Faculty of Actuaries;

### "Admission Agreement"

**"Broadly Comparable"**

means either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;

1. 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
2. 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;

**"CSPS"** the schemes as defined in Annex D1 to this Part D;

### "Fair Deal Employees"

those:

* 1. Transferring Buyer Employees; and/or
  2. Transferring Former Supplier Employees; and/or

### "Fair Deal Schemes"

* 1. 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 Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs [2.3.4](#_bookmark6) of Parts A or B or Paragraph [1.2.4](#_bookmark24) of Part C;
  2. 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;

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: "*Fair Deal for Staff Pensions:*

*Staff Transfer from Central Government*" issued in October 2013 including:

* + 1. any amendments to that document immediately prior to the Relevant Transfer Date; and
    2. 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.

### Supplier obligations to participate in the pension schemes

* 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.
  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.

* 1. The Supplier undertakes:
     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
     2. 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.

### Supplier obligation to provide information

* 1. The Supplier undertakes to the Buyer*:*
     1. to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
     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).

### Indemnities the Supplier must give

* 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 Sub-contractor 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 CSPS 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.

* 1. The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor 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 Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:
     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
     2. arise out of the failure of the Supplier and/or any relevant Sub- contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
  2. The indemnities in this Part D and its Annexes:
     1. shall survive termination of this Contract; and
     2. shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

### What happens if there is a dispute

* 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:
     1. who will act as an expert and not as an arbitrator;
     2. whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
     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.

### Other people’s rights

* 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.
  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 Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

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

* 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:
     1. commits an irremediable breach of any provision or obligation it has under this Part D; or
     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.

### Transferring New Fair Deal Employees

* 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 Sub-Contractor shall:
     1. consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
     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.

### What happens to pensions if this Contract ends

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

### Broadly Comparable Pension Schemes

* 1. If either:
     1. the terms of any of Paragraphs [2.2](#_bookmark31) of Annex D1: CSPS, [5.2](#_bookmark32) of Annex D2: NHSPS and or **Error! Reference source not found.** of Annex D3: LGPS apply; and/or
     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 Sub- contractors, 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 Sub- contractors 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.

* 1. Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph [10.1,](#_bookmark29) the Supplier shall (and shall procure that any of its Sub-contractors shall):
     1. supply to the Buyer details of its (or its Sub-contractor’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;

* + 1. 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;
    2. 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;
    3. 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 Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
    4. 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 Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and
    5. 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](#_bookmark30) above.

# Annex D1:

**Civil Service Pensions Schemes (CSPS)**

### Definitions

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

**"CSPS**

**Admission Agreement"**

**"CSPS Eligible Employee"**

an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;

any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;

**"CSPS"** the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; [**Delete** after 30 September 2018: the Designated Stakeholder Pension Scheme which is scheduled to close to new members in September 2018] and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

### Access to equivalent pension schemes after transfer

* 1. The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
  2. The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly

Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

# Annex D2: NHS Pension Schemes

### Definitions

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

**"Direction Letter"** an NHS Pensions Direction or Determination (as

appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions

Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees;

### "NHSPS Eligible Employees"

each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

1. their employment with the Buyer*,* an NHS Body or other employer which participates automatically in the NHSPS; or
2. their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

**"NHS Body"** has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;

### "NHS

**Pensions"**

NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

**"NHSPS"** the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;

### "NHS Pension Scheme Arrears"

**"NHS Pension Scheme Regulations"**

any failure on the part of the Supplier or its Sub- contractors (if any) to pay employer’s contributions or deduct and pay across employee’s contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;

as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995

(SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;

**"NHS**

**Premature Retirement Rights"**

**"Pension Benefits"**

**"Retirement Benefits Scheme"**

rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;

any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor’s benefits provided under an occupational pension scheme; and

a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

### Membership of the NHS Pension Scheme

* 1. In accordance with New Fair Deal, the Supplier and/or any of its Sub- contractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
  2. The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.
  3. The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
  4. The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in

Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.

* 1. Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
  2. The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor’s) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

### Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

### Continuation of early retirement rights after transfer

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

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

* 1. The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Sub- contractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter.
  2. If the Buyer is entitled to terminate the Contract or the Supplier (or its Sub- contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.
  3. In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

### Compensation when pension scheme access can’t be provided

* 1. If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:
     1. membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or
     2. access to a Broadly Comparable pension scheme,

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

* 1. This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer’s right to term inate the Contract.

### Indemnities that a Supplier must give

* 1. The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.
  2. The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

### Sub-Contractors

* 1. If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in

relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:

* + 1. if the Supplier has secured a Direction Letter, the Sub- contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub- contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or
    2. if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.
  1. The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph 7 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

# Annex D3:

**Local Government Pension Schemes (LGPS)**

**[Guidance:** Note the LGPS unlike the CSPS & NHSPS is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Authority, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

### Definitions

* 1. In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

### "Administering Authority"

"**Fund Actuary**"

in relation to **the Fund [insert name],**the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme

Regulations 2013;

the actuary to a Fund appointed by the Administering Authority of that Fund;

### "Fund" [insert name], a pension fund within the LGPS;

"**LGPS**" the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;

### "LGPS

**Admission Agreement**"

an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;

"**LGPS**

**Admission Body**"

"**LGPS Eligible Employees**"

"**LGPS**

**Regulations**"

an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);

any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and

the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local

Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

### Supplier must become a LGPS admission body

* 1. Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
  2. The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.
  3. The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.
  4. The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

### Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

### Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

### Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer’s written policy in relation to such benefits at the time of the Relevant Transfer Date.

# Annex D4: Other Schemes

**[Guidance:** Placeholder for Pension Schemes other than LGPS, CSPS & NHSPS]

# Part E: Staff Transfer on Exit

### Obligations before a Staff Transfer

* 1. The Supplier agrees that within 20 Working Days of the earliest of:
     1. receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
     2. receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
     3. the date which is 12 Months before the end of the Term; and
     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. At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing

Information in relation to the Supplier’s Final Supplier Personnel List (insofar as such information has not previously been provided).

* 1. The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs [1.1](#_bookmark33) and [1.2](#_bookmark37) for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
  2. The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs [1.1](#_bookmark33) and [1.2](#_bookmark37) shall be true and accurate in all material respects at the time of providing the information.
  3. From the date of the earliest event referred to in Paragraph [1.1](#_bookmark34), [1.1.2](#_bookmark36) and [1.1.1,](#_bookmark35) 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):

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

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. 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;
    2. 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;
    3. 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);
    4. 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;
    5. not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
    6. give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
    7. 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;
    8. promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
    9. not for a period of 12 Months from the Service Transfer Date re- employ or re-engage or entice any employees, suppliers or

Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

* + 1. not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
    2. fully fund any Broadly Comparable pension schemes set up by the Supplier;
    3. maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any

Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

* + 1. promptly provide to the Buyer such documents and information mentioned in Paragraph [3.1.1](#_bookmark28) of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
    2. fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
  1. 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. the numbers of employees engaged in providing the Services;
     2. the percentage of time spent by each employee engaged in providing the Services;
     3. the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
     4. a description of the nature of the work undertaken by each employee by location.
  2. The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll

arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

* + 1. the most recent month's copy pay slip data;
    2. details of cumulative pay for tax and pension purposes;
    3. details of cumulative tax paid;
    4. tax code;
    5. details of any voluntary deductions from pay; and
    6. bank/building society account details for payroll purposes.

### Staff Transfer when the contract ends

* 1. A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of

regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

* 1. 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. Subject to Paragraph [2.4,](#_bookmark39) the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
  3. The indemnity in Paragraph [2.3](#_bookmark38) shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
  4. Subject to Paragraphs [2.6](#_bookmark44) and [2.7](#_bookmark45), 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 Sub-contractor pursuant to the Employment Regulations then.
     1. the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
     2. the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
     3. if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
     4. if after the period referred to in Paragraph [2.5.2](#_bookmark42) no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub- contractor's compliance with Paragraphs [2.5.1](#_bookmark41) to [2.5.4](#_bookmark43) the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in

Paragraph [2.5.](#_bookmark40)

* 1. The indemnity in Paragraph [2.5](#_bookmark40) shall not apply to:
     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 Sub-contractor, or
     2. (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub- contractor neglected to follow a fair dismissal procedure.
  2. The indemnity in Paragraph [2.5](#_bookmark40) shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
  3. 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,](#_bookmark40) such person shall be treated as a Transferring Supplier Employee and Paragraph [2.5](#_bookmark40) shall cease to apply to such person.

* 1. The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
  2. Subject to Paragraph [2.9,](#_bookmark46) the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
  3. The indemnity in Paragraph [2.10](#_bookmark47) shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub- contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier’s Final Supplier Personnel List in accordance with Paragraph [2.5](#_bookmark40) (and subject to the limitations set out in Paragraphs [2.6](#_bookmark44) and [2.7](#_bookmark45) above).

# Call-Off Schedule 3 (Continuous Improvement)

### Buyer’s Rights

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

### Supplier’s Obligations

* 1. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer’s costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
  2. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
  3. In addition to Paragraph [2.1](#_bookmark48), the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year (**"Continuous Improvement Plan"**) for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
     1. identifying the emergence of relevant new and evolving technologies;
     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);
     3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
     4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
  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.
  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. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

* 1. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
  2. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
  3. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph [2.5](#_bookmark50):
     1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
     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.
  4. 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](#_bookmark49).
  5. 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.
  6. 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.
  7. 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 5 (Pricing Details)

**XXXXXX Redacted under FOIA section 43**

**Call-Off Schedule 9 (Security)**

# Part A: Short Form Security Requirements

### Definitions

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

### "Breach of Security"

**"Security Management Plan"**

1. the occurrence of:
   1. 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
   2. 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,
2. in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
3. the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

### Complying with security requirements and updates to them

* 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. The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
  3. Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
  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.
  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.

### Security Standards

* 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.
  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:
     1. is in accordance with the Law and this Contract;
     2. as a minimum demonstrates Good Industry Practice;
     3. meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
     4. where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
  3. The references to standards, guidance and policies contained or set out in Paragraph 3.2 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.
  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.

### Security Management Plan

* 1. **Introduction**
     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.

### Content of the Security Management Plan

* + 1. The Security Management Plan shall:
       1. comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
       2. identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
       3. 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;
       4. 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;

* + - 1. 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;
      2. 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, where necessary in accordance with paragraph 2.2 the Security Policy; and
      3. 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.

### Development of the Security Management Plan

* + 1. Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, 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.
    2. If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, 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.
    3. The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph

4.3.2. 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 4.2 shall be deemed to be reasonable.

* + 1. Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

### Amendment of the Security Management Plan

* + 1. The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
       1. emerging changes in Good Industry Practice;
       2. any change or proposed change to the Deliverables and/or associated processes;
       3. where necessary in accordance with paragraph 2.2, any change to the Security Policy;
       4. any new perceived or changed security threats; and
       5. any reasonable change in requirements requested by the Buyer.
    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:

* + - 1. suggested improvements to the effectiveness of the Security Management Plan;
      2. updates to the risk assessments; and
      3. suggested improvements in measuring the effectiveness of controls.
    1. Subject to Paragraph 4.4.4, 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 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
    2. 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.

### Security breach

* 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.
  2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
     1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
        1. minimise the extent of actual or potential harm caused by any Breach of Security;
        2. 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;
        3. prevent an equivalent breach in the future exploiting the same cause failure; and
        4. 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.

* 1. 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 (where relevant in accordance with paragraph 2.2) 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

N/A

**Call-Off Schedule 10 (Exit Management)**

### Definitions

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

**"Exclusive Assets"** Supplier Assets used exclusively by the

Supplier [or a Key Subcontractor] in the provision of the Deliverables;

**"Exit Information"** has the meaning given to it in Paragraph [3.1](#_bookmark52) of this Schedule;

**"Exit Manager"** the person appointed by each Party to manage their respective obligations under this Schedule;

**"Net Book Value"** the current net book value of the relevant

Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);

**"Non-Exclusive Assets"** those Supplier Assets used by the

Supplier [or a Key Subcontractor] in connection with the Deliverables but which are also used by the Supplier [or Key Subcontractor] for other purposes;

**"Registers"** the register and configuration database referred to in Paragraph [2.2](#_bookmark51) of this Schedule;

**"Replacement Goods"** any goods which are substantially similar

to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

**"Replacement Services"** any services which are substantially

similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

**"Termination Assistance"** the activities to be performed by the

Supplier pursuant to the Exit Plan, and

### "Termination Assistance Notice"

**"Termination Assistance Period"**

other assistance required by the Buyer pursuant to the Termination Assistance Notice;

has the meaning given to it in Paragraph

[5.1](#_bookmark57) of this Schedule;

the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph [5.2](#_bookmark58) of this Schedule;

**"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

[8.2.1](#_bookmark61) of this Schedule;

**"Transferring Contracts"** has the meaning given to it in

Paragraph [8.2.3](#_bookmark62) of this Schedule.

### Supplier must always be prepared for contract exit

* 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.
  2. During the Contract Period, the Supplier shall promptly:
     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
     2. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("**Registers**").

* 1. The Supplier shall:
     1. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
     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.
  2. 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.

### Assisting re-competition for Deliverables

* 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**").
  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.
  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).
  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.

### Exit Plan

* 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 [4.3](#_bookmark55) of this Schedule and is otherwise reasonably satisfactory to the Buyer.
  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 [4.1,](#_bookmark53) then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
  3. The Exit Plan shall set out, as a minimum:
     1. a detailed description of both the transfer and cessation processes, including a timetable;
     2. how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
     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;
     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;
     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;
     6. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
     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;
     8. proposals for the disposal of any redundant Deliverables and materials;
     9. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
     10. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
  4. The Supplier shall:
     1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
        1. every [six (6) months] throughout the Contract Period; and
        2. no later than [twenty (20) Working Days] after a request from the Buyer for an up-to-date copy of the Exit Plan;
        3. 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;
        4. 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
     2. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
  5. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph [4.2](#_bookmark54) or [4.4](#_bookmark56) (as the context requires), shall that draft become the Exit Plan for this Contract.
  6. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

### Termination Assistance

* 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:
     1. the nature of the Termination Assistance required; and
     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.
  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.
  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 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

### Termination Assistance Period

* 1. Throughout the Termination Assistance Period the Supplier shall:
     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;
     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;
     3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
     4. subject to Paragraph [6.3](#_bookmark60), provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI’s) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
     5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
     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.
  2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph [6.1.2](#_bookmark59) 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.
  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 Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

### Obligations when the contract is terminated

* 1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
  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:
     1. vacate any Buyer Premises;
     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;

* + 1. provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
       1. such information relating to the Deliverables as remains in the possession or control of the Supplier; and
       2. such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
  1. 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.

### Assets, Sub-contracts and Software

* 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:
     1. terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
     2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
  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:
     1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
     2. which, if any, of:
        1. the Exclusive Assets that are not Transferable Assets; and
        2. the Non-Exclusive Assets,

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

* + 1. 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.

* 1. 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.
  2. 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.
  3. 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:
     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
     2. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
  4. 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.
  5. The Buyer shall:
     1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
     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 Transf erring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
  6. 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.
  7. The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph [8.6](#_bookmark63) in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other

people's rights in this contract) shall not apply to this Paragraph [8.9](#_bookmark64) which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

### No charges

* 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.

### Dividing the bills

* 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:
     1. the amounts shall be annualised and divided by 365 to reach a daily rate;
     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
     3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

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

### Definitions

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

### "Operational Board"

the board established in accordance with paragraph

[2.1](#_bookmark65) of this Schedule;

**"Project Manager"** the manager appointed in accordance with

paragraph [2.1](#_bookmark65) of this Schedule;

### Project Management

* 1. The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
  2. 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. Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

### Role of the Supplier Contract Manager

* 1. The Supplier's Contract Manager's shall be:
     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;
     2. able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
     3. able to cancel any delegation and recommence the position himself; and
     4. replaced only after the Buyer has received notification of the proposed change.
  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.
  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.

### Role of the Operational Board

* 1. The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
  2. The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
  3. In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
  4. Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member’s attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
  5. The purpose of the Operational Board meetings will be to review the Supplier’s performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

### Contract Risk Management

* 1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
  2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
     1. the identification and management of risks;
     2. the identification and management of issues; and
     3. monitoring and controlling project plans.
  3. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
  4. The Supplier will maintain a risk register of the risks relating to the Call Off Contract which the Buyer's and the Supplier have identified.

# Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

[**Guidance note**: Details of additional boards to be inserted.]

# Call-Off Schedule 23 (Payment and Related Services (including Payment Equipment) Supply Terms

### Application of These Terms

* 1. This Schedule sets out specific terms which will apply under this Call-Off Contract to the supply of the Payment Services and/or Payment Equipment (defined below) as identified in the Order Form.
  2. Part [1](#_bookmark66) of this Schedule sets out the terms which will apply regardless of the type of Payment Services or Payment Equipment which are to be provided under the Call-Off Contract.
  3. Part 2 of this Schedule is divided into separate sections. Each section contains terms which are specific to a particular type of Payment Service or Payment Equipment. The relevant section will apply to the Call-Off Contract as selected in the Order Form.

**Part 1 - General Payments Terms**

### Definitions and Interpretation

* 1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions) (where there is a conflict between a definition below and a definition in Joint Schedule 1, the definition below shall, for the purposes of this Schedule, prevail):

|  |  |
| --- | --- |
| **"Acquirer"** | means a person which is licensed by each Card Scheme and/or has appropriate arrangements in place with a third party relating to the use of a Card Scheme and/or other relevant payment methods and which is able to provide Acquiring Services to the Buyer; |
| **"Acquiring Services"** | means services which will allow the Buyer to accept payment by Cards and/or other relevant payment methods (pursuant to the Rules) and for the Buyer to receive payment from the Acquirer in respect of the same, in accordance with the Buyer's Statement of Requirements and as further described in Section 1 (Acquiring Services Terms) of Part 2 of this Schedule (where such Section is included in the Contract); |
| **"Activation Date"** | means the date on which the Services and any relevant Deliverables are successfully delivered and/or implemented by the Supplier, tested and accepted by the Buyer, and are ready to commence; |
| **"Activation Due Date"** | means the date specified by the Buyer as the due date for successful delivery, implementation, testing and acceptance of the Services and Deliverables; |
| **"Alternative Payment Method" (or "APM")** | means any existing or new method by which a Payer can make a payment to the Buyer which does not involve use of a Card or Card number; |
| **"AML"** | means the EU Fourth Money Laundering Directive (and all relevant local implementing legislation) as applicable to the UK (and any replacement rules applicable in the UK from time to time); |
| **"APIs"** | means Application Programming Interfaces which would or may allow the Buyer and/or Related Suppliers to connect to the Supplier or its system (or those of a third party) (including, in the case of PISP Services any which would or may allow Payers and/or the Buyer to connect to their bank accounts and authorise payments and other transactions to be made to and/or with the Buyer); |

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| **"APM Account"** | means the account held by the Payer with an APM Provider which enables the Payer to make payments using the relevant APM; |
| **"APM Provider"** | means a provider of an APM; |
| **"APM Services"** | means provision and/or making available by the Supplier to Payers, of (or the Supplier enabling the Buyer to make available) an APM by which the Payer can make payments to the Buyer in accordance with the Buyer's Statement of Requirements and as further described in Section 2 (Payment Equipment Terms) of Part 2 of this Schedule (where such Section is included in this Call-Off Contract); |
| **"Assisted Person"** | has the meaning given in Paragraph [13.1;](#_bookmark87) |
| **"Authorisation"** | means the process whereby the Supplier obtains, (and whether in physical, virtual or digital or electronic form) (directly or indirectly) from or via the Card Issuer, Card Scheme and/or APM Provider (as relevant), confirmation that:   1. the relevant Card has not been blocked for any reason or listed as lost, stolen or compromised and that there are sufficient funds available to the Cardholder for the relevant Transaction; or 2. the proposed use of the relevant APM is valid and the APM has not been compromised and that there are sufficient funds available to the Payer for the relevant Transaction   (and references to **"Authorise"** and **"Authorised"** shall be construed accordingly); |
| **"Block List"** | means any list of:   1. either:    1. those Cards which the relevant Card Issuer and/or Card Scheme; or    2. those APM Accounts which the relevant APM Provider   (and/or (in either case) which the Supplier in complying with Law and/or the relevant Rules) will not permit to be used for a Transaction and as further described in the Specification; and/or   1. those Cards and/or APM Accounts (and/or those Payers) which the Buyer does not wish to be permitted to be used for, or to be able to make, a transaction and as further described in the Specification; |

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| **"Buyer Bank Account"** | means the bank account to be maintained by the Buyer pursuant to this Schedule; |
| **"Buyer Property"** | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Call-Off Contract; |
| **"Buyer Software"** | any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Services and/or the Deliverables; |
| **"Buyer System"** | means the Buyer's (including any provided by a third party) hardware, computer and telecoms networks and/or equipment, equipment, plant, materials, and any other software, systems, computing environment supplied and/or used (or to be supplied and/or used) by the Buyer or the Supplier in connection with the Call-Off Contract (including any which is to interface with the Supplier System or which is otherwise necessary for the Buyer (as the context requires) to receive the Services and/or the Deliverables; |
| **"Card"** | means a credit, debit, charge, prepaid, purchase and/or bank card and/or any other form of payment token that is issued by or with the authority of a member of a Card Scheme (and whether commercial, consumer, domestic and/or cross border). For the avoidance of doubt, Cards shall include virtual cards and/or payment tokens including those which may be used via a mobile or digital device (and any other relevant form factor); |
| **"Cardholder"** | 1. the person in whose name a Card is issued or whose name is embossed or imprinted on the face of a physical Card; and/or 2. any authorised user of a Card; |
| **"Card Issuer"** | means a financial institution or other approved person or body that issues Cards to Cardholders; |
| **"Card Mark"** | means the name, trademarks, trade names, service marks or logos of VISA, MasterCard, and any other Card Scheme; |

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| **"Card Scheme"** | means MasterCard (including Maestro), VISA (including Electron and VPay) and, where required by the Buyer in the Specification, American Express, JCB, Diners Club, Discover, China Union Pay (Union Pay International / UPOP) and/or any other card payment association or scheme as agreed between the Buyer and the Supplier from time to time; |
| **"Challenge"** | has the meaning given in Section 1 (Acquiring Services Terms) of Part 2 of this Schedule 23; |
| **"Chargeback"** | means a requirement by (or initiated by) a Card Issuer, Card Scheme or an APM Provider (where relevant) for the Supplier (or the Buyer) to repay (in whole or in part) funds in respect of a Transaction, notwithstanding that Authorisation and/or Settlement funds may have been obtained from the relevant Card Issuer, Card Scheme and/or APM Provider; |
| **"Commercial off the shelf**  **Software" or "COTS**  **Software"** | means non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms; |
| **"Data Transfer Requirements"** | means the requirements specified in the Call-Off Contract and agreed by the Buyer for the transfer of Transaction Data by the Buyer to the Supplier; |
| **"Defect"** | means any of the following:   1. any error, damage or defect in the manufacturing of a Deliverable; or 2. any error or failure of code within the Software which causes a Service and/or Deliverable to malfunction or to produce unintelligible or incorrect results; or 3. any failure of any Service and/or Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Services and/or Deliverable from passing any Test required under this Call-Off Contract; or 4. any failure of any Services and/or Deliverable to operate in conjunction with or interface with:    1. any other Service and/or Deliverable; and/or    2. the Operating Environment,   in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation |

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|  | (including any adverse effect on response times) regardless of  whether or not it prevents the relevant Deliverable from passing any Test required under this Call-Off Contract; |
| **"Emergency Maintenance"** | means ad hoc and unplanned maintenance provided or performed by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault; |
| **"Fines"** | means any and all fines, levies and assessments which any Card Scheme and/or APM Provider may require the Supplier to pay or which otherwise is directly recovered from the Supplier by a Card Scheme and/or APM Provider in respect of any breach of the relevant Rules; |
| **"Finish Date"** | means the date so specified in the Order Form; |
| **"Fraud Services"** | means the provision by the Supplier to the Buyer of services designed to detect, minimise and avoid payments related fraud, in accordance with the Buyer's Statement of Requirements and as further described in Section 4 (Fraud Services Terms) of Part 2 of this Schedule (where such Section is included in the Call-Off Contract) (including, where relevant, the electronic scrutinisation and undertaking by the Supplier of various risk management tests on the Transaction Data sent to it by, or from, the Buyer (or anyone acting on its behalf); |
| **"Gateway"** | means any payment gateway portal operated and/or used by the Buyer from time to time; |
| **"Gateway Services"** | means the provision to the Buyer of an online gateway which will enable the Buyer to accept payments in accordance, where relevant, with the Buyer's Statement of Requirements and as further described in Section 3 (Gateway Services Terms) of Part 2 of this Schedule (where such Section is included in the Call-Off Contract); |
| **"Go-live"** | means the commencement of the Services (where required, following issue of a Satisfaction Certificate in respect of the relevant Final Milestone); |
| **"ICT**  **Environment"** | means the Buyer System and the Supplier System; |
| **"Licensed Software"** | means all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Call-Off Contract, including any COTS Software; |

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| **"Maintenance Schedule"** | has the meaning given to it in Paragraph [9](#_bookmark70) of this Schedule; |
| **"Malicious Software"** | means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| **"Mandatory Rules"** | means such of the Rules as the Supplier is required by the relevant Card Scheme or APM Provider (as relevant) to ensure are complied with in its provision of the relevant Services, failing which the Supplier would not be permitted to perform the Services in relation to a relevant Card or APM Account; |
| **"New Goods and Services"** | has the meaning given in Paragraph [13.6;](#_bookmark89) |
| **"New Release"** | means an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item; |
| **"Object Code"** | means in relation to software, that software in machine readable form including executable code; |
| **"Open Banking Rules"** | means the Second Payment Services Directive (to the extent applicable in the UK) ("**PSD2**"), the Payment Services Regulations 2017, the Regulatory Technical Standards issued under PSD2 ("**RTS**"), the UK Competition and Markets Authority's Retail Banking Market Investigation Order 2017, and the rules and guidance of Open Banking Ltd (as may be modified, amended or replaced from time to time); |
| **"Open Source"** | means licence terms which enable use, study, change and distribution to any and all persons, and for any and all purposes free of charge; |
| **"Open Source Software"** | computer software that has its source code made available subject to an Open Source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge; |
| **"Open Standards"** | means those standards which are consistent with the open standards principles as set out at |

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|  | <https://www.gov.uk/government/publications/open-standards-principles> |
| **"Operating Environment"** | means the Buyer System and any premises (including the Buyer Premises, the Supplier’s premises or third party premises) from, to or at which:   1. the Deliverables or Services are (or are to be) provided; or 2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables and/or Services; or 3. where any part of the Supplier System is situated; |
| **"Payer"** | means any person who is to make a payment to the Buyer (including, in the case of a Card, the Cardholder, and/or any person using an APM to make a payment); |
| **"Payment Equipment (or "PE")"** | means payment terminal devices, machines, equipment and/or software programmes (including POS and MPOS equipment or equivalent, credit card terminals, EFTPOS terminal (or by the older term as PDQ)); |
| **"Payment Services"** | means provision of Payment Equipment which will enable the acceptance of Card (and / or, where relevant, APM payments (and related support)) in accordance with the Buyer's Statement of Requirements and as further described in Section 2 (Payment Equipment Terms) of Part 2 of this Schedule (where such Section is included in the Call-Off Contract); |
| **"PCI"** | means:   1. Payment Card Industry Data Security Standard (current Version 3.2.1 (PCI DSS v.3.2.1) May 2018) ("**PCI-DSS**"); 2. Payment Application Data Security Standard (current version 3.2 May 2016); 3. PCI Point to Point Encryption (P2PE); and 4. PIN Transaction Security (PTS) Point of Interaction (POI) Security Requirements (current version PTS POI V5.1 March 2018)   or any updated or replacement versions from time to time; |
| **"Permitted Maintenance"** | has the meaning given to it in Paragraph [9.2](#_bookmark71) of this Schedule; |
| **"PISP Services"** | means the provision by the Supplier of services designed to enable a Payer to make a payment to the Buyer directly or indirectly from the relevant Payer's own bank account, in accordance with the  Buyer's Statement of Requirements and as further described in Section 5 (PISP Services Terms) of Part 2 of this Schedule (where |

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|  | such Section is included in the Call-Off Contract); |
| **"Procuring Body"** | has the meaning given at Paragraph [13.6;](#_bookmark89) |
| **"Quality Plans"** | has the meaning given to it in Paragraph [7.1](#_bookmark69) of this Schedule; |
| **"Refund"** | means a return of an amount to a Cardholder's account or an APM Account, or (as the case may be) the reversal of any payment effected, in each case pursuant to the request or instruction of the Buyer (or anyone acting on its behalf) to the Supplier (and "**Refunds"** shall be construed accordingly); |
| **"Regulatory Bodies"** | means those government departments and regulatory, statutory, industry and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Call-Off Contract or any other affairs of the Buyer and/or CCS (and shall include UK Finance, and EMVCo) and any reference to "**Regulatory Body**" shall be construed accordingly; |
| **"Related Supplier"** | means any provider of a Related Supply; |
| **"Related Supply"** | means any service or supply of goods, software or equipment (or the use of the same) which the Buyer obtains or provides itself that is related or connected to the Services and/or the Deliverables or any part of the same, or which interface(s) with or interoperate(s) with (or is/are intended to interface or interoperate with) the Services and/or the Deliverables or any part thereof; |
| **"Rules"** | means, as relevant;   1. the rules and regulations of:    1. the Card Schemes; and/or    2. any APM Provider (and/or any other rules which are equivalent to the Card Scheme rules and which are applicable to an APM); 2. any rules, regulations, requirements, orders, policy, directives, guidance and/or codes of practice of a Regulatory Body (or equivalent); 3. PCI; 4. Open Banking Rules; and/or 5. AML   which are applicable to the Services, Deliverables, and/or their provision or receipt, or to Payers and/or Transactions (and any |

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|  | future amendment to, or replacement of, the same) from time to  time; |
| **"Service-related Data"** | has the meaning given in Paragraph [17.2;](#_bookmark90) |
| **"Settlement"** | means the payment or remittance by (or initiated by) the Supplier of the proceeds of Transactions to or for the Buyer (or an account designated by the Buyer) (and the terms **"Settle"** and **"Settled"**  shall be construed accordingly); |
| **"Settlement Time"** | means the time agreed between the Parties in the Specification and/or specified by the Buyer from time to time for the making of Settlements by the Supplier; |
| **"Sites"** | has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call-Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place; |
| **"Software"** | means Specially Written Software, COTS Software, and non- COTS Supplier and third party software; |
| **"Software Supporting Materials"** | has the meaning given to it in Paragraph [10.1.1(b)](#_bookmark73)[10.1](#_bookmark72) of this Schedule; |
| **"Source Code"** | means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software; |
| **"Specially Written Software"** | means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; |
| **"Specified Item"** | has the meaning given in Paragraph [13.5;](#_bookmark88) |
| **"Supplier Assets"** | means all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets; |

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| **"Supplier System"** | means the Supplier Equipment and any other software or systems supplied and/or used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under the Call-Off Contract including the COTS Software, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System); |
| **"Supply Period"** | means the period commencing on the Activation Date and ending on the Finish Date unless extended or terminated early in accordance with this Call-Off Contract; |
| **"Transaction"** | means any payment or Refund and/or any other standard or mandated Card Scheme or APM Provider (as relevant) transaction types made, by use of a Card, a Card number, an APM or otherwise (as relevant) including to debit or credit the applicable Cardholder's account or Payer's APM Account, and whether domestic or foreign (where and to the extent that UK sanctions permit the same) and shall include reversals and the initiation of or request for any of the items mentioned above; |
| **"Transaction Data"** | means documents, data and records of any kind relating to Transactions (including, for the avoidance of doubt, data relating to Cards, Cardholders, Payers, APMs and/or the Payer's bank accounts); |
| **"Transaction Revenue"** | means any money acquired by the Supplier and to be Settled to or for the benefit of the Buyer in respect of each payment Transaction in the course of the Services; and |
| **"Watch List"** | means any list of:   1. either:    1. those Cards which the relevant Card Issuer and/or Card Scheme; or    2. those APM Accounts which the relevant APM Provider   (and/or (in either case) which the Supplier in complying with Law and/or the relevant Rules) has flagged for additional monitoring and as further described in the Specification; and/or   1. those Cards and/or APM Accounts (and/or those Payers) which the Buyer has flagged for additional monitoring and as further described in the Specification; |
| **"White List"** | means any list of those Cards and/or APM Accounts (and/or those  Payers) which the Buyer does specifically wish to be permitted to be used for, or to be able to make, a transaction and as further |

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|  | described in the Specification; |
| **"Working Day"** | means any day on which Banks in the City of London are open for business. |

* 1. The term "Law" as defined in Joint Schedule 1 (Definitions) shall for the purpose of this Schedule be deemed to include all laws, legislation, bye-laws, judgments of a relevant court of law, and/or decrees which are applicable or relevant to Payers, Transactions and/or the Services and/or Deliverables (and/or their provision or receipt from time to time (including without limitation the Data Protection Legislation)).
  2. When the Parties have entered into a Call-Off Contract which incorporates this Call-Off Schedule 23 the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract):
     1. Clause 3.1.2 does not apply to the Call-Off Contract in the sense that there shall be no time limit on that or any other warranty and that Clause shall not limit or exclude any of the warranties which are set out in this Schedule 23 (including any of its Sections);
     2. Clause 11.5 shall be amended to include the following sentence: "In addition, nothing in the Framework Agreement or any Contract shall serve to limit or exclude the liability of:
        1. the Supplier under any indemnity in the Contract, or to pay any Settlement under this Contract, or for the amount of any Transaction where the relevant loss arises as a result of the breach, negligence or default of the Supplier; or
        2. the Buyer for the amount of:
           1. any Chargeback and/or Refund;
           2. fees for Transactions; and/or
           3. any fines imposed by a Card Scheme as a direct result of a breach by the Buyer of a Mandatory Rule affecting the relevant Services (and where and to the extent that such breach is not caused, or contributed to, by the Supplier or anyone acting on its behalf)

which the Buyer is responsible for under and in accordance with the terms of the Contract.

* + 1. Clause 20.2 shall be amended so that only the Buyer may terminate the Contract in the circumstances described in Clause 20.2. Clause 20 is without prejudice to (and any claim for relief by the Supplier under that clause is subject to) the Supplier's obligation under the Contract to take steps to resume provision of the Services and/or Deliverables in the event of an interruption (including under Call-Off Schedule 8, where used). The Supplier shall, without prejudice to its other obligations, where the relevant Force Majeure Event is attributable to a third party such as a Card Scheme, banking provider, and or internet services provider, take all steps available to it and/or as may be necessary or desirable to ensure the resumption of any required services and/or performance by the relevant third party as soon as possible.
    2. Clause 24.5 shall also apply in relation to any change in the Rules following the Start Date.
    3. Clause 26 shall be amended so that the Buyer, where it is the Beneficiary may, at any time, acting reasonably take back control of the defence or settlement of a Claim. Also the level of effort to be taken by the Buyer under Clause

26.6 shall be "reasonable steps".

### General Service Provision

* 1. The Supplier shall provide the Payment Services as from the Start Date. For the avoidance of doubt, if Go-live does not take place on the Start Date, the Supplier shall be deemed to be in material Default of the Call-Off Contract.
  2. In the event of the Supplier's failure to provide the Services or to otherwise comply with its obligations in accordance with the Call-Off Contract, the Buyer may, without prejudice to its other rights, require the Supplier at the Supplier's own cost to re-perform the Services and/or to comply with its obligations.
  3. The Supplier shall perform the Payment Services to a level at or better than the applicable Service Level Performance Measure.
  4. The Supplier shall monitor and report its performance of the Services in accordance with Call-Off Schedule 14 (Service Levels). The Buyer may also monitor the performance of the Services by the Supplier. The Supplier shall (and shall ensure that its Subcontractors shall) reasonably co-operate with the Buyer in conducting any monitoring referred to in this Paragraph at no additional charge to the Buyer.
  5. The Supplier shall monitor and inform the Buyer of new and emerging payment and fraud avoidance and/or detection innovations, developments, technologies and methods that become available in the market. If requested by the Buyer, the Supplier shall make such innovations, methods, developments, and/or technologies available to (or support their adoption by) the Buyer in order that they can be implemented by the Buyer if required, (including, but not limited to: tokenisation; new terminal types and capabilities, software only acceptance solutions, biometrics, migration from Dual message to Single message transactions, emerging APMs, new Card BIN ranges, and digital currencies and other alternative payment methods).
  6. The Supplier shall provide expert technical consultancy, free of charge, to work with the Buyer to support the government’s strategy to improve its capabilities in the area of electronic purchasing and payment, and to encourage and assist the Buyer to move away from traditional payment acceptance methods (such as cash or cheque) where appropriate, and move towards greater use of new technology that can be utilised to increase electronic receipt of payments through Card and APM payments.

### Supplier Performance

* 1. The Supplier warrants, represents and undertakes that:
     1. it has and shall at all times maintain and comply with all licences, consents, certifications, and authorisations necessary in respect of the provision of the Services and the Deliverables (which, for the avoidance of doubt shall include certification to either Cyber Essentials or Cyber Essentials Plus or its replacement). On request, the Supplier shall provide the Buyer with such evidence of the same as the Buyer may require;
     2. it, and where required any Payers and/or Related Suppliers, can use (and where relevant hold) the relevant Deliverables and Supplier Assets (including any APIs) for the duration of the Call-Off Contract free of any interference from the Supplier and any actual or purported third party owner (or any person acting or claiming to act through the same);
     3. it shall (and the Services and Deliverables (and their provision) shall) comply at all times with the Rules, and any applicable Laws;
     4. it shall not, by any act, omission, breach or default (and none of the Services and/or Deliverables (or their use or receipt) shall) cause or contribute to any non-compliance

by the Buyer, or any of its Affiliates with any of the Rules or applicable Laws;

* + 1. the provision by the Supplier of the Services and their receipt by the Buyer will not infringe the rights (including the Intellectual Property Rights) of any third party;
    2. the Supplier System and Services shall at all times comply with the Statement of Requirements;
    3. the Services and Deliverables will:
       1. comply with their relevant Specifications and any other requirements of the Buyer relating to them;
       2. be provided by the Supplier in accordance with Good Industry Practice;
       3. be fully available at the times and for the period specified in the Call-Off Contract (unless otherwise expressly agreed);
       4. enable any required connection to and interfacing and interoperability with the Buyer's Related Suppliers and Related Supplies (including APM Providers, PISP Service Providers, Fraud Services and identity verification providers, Gateway Services providers and/or Acquiring Service providers from time to time) and the Supplier shall, in the provision of the Deliverables, co-operate and co-ordinate as and when requested by the Buyer, with the Buyer's Related Suppliers and any relevant Related Supplies;
       5. at all times (including in terms of performance and availability), be provided so as to at least meet the applicable Service Levels (and any Service Level Performance Measures);
       6. where relevant, have sufficient capacity to meet all the Buyer's required volume for Transactions and requirement for the Services without any adverse impact to the Services, Deliverables, the Buyer and/or any Payer (or any other services provided to them);
       7. be secure, tamper-proof, and display evidence of any tampering;
       8. to the extent that they involve web-based interfaces to be used by the Buyer or Payers:
          1. meet (as a minimum) Level AA of the Web Content Accessibility Guidelines (WCAG) 2.0 and UK Equality Act 2010 legislation (as shall be updated and/or replaced from time to time);
          2. shall require as a minimum, secure two- factor authentication role-based access;
          3. maintain, as a minimum, the equivalent level of browser support as GOV.UK; and
          4. have all pages which are rendered correctly for compatibility with devices with variable screen sizes, including:

all types of desktops;

all types of laptops;

smart phones;

tablet devices; and

other software-only devices as standards allow now and in the future;

* + - 1. enable and ensure separation of each Buyer’s equipment data and that of any other merchants to avoid exposing each Buyer’s data to unauthorised parties; and
      2. shall be of satisfactory quality, free from defects and fit for their intended purpose as specified by the Buyer or where not specified by the Buyer, which is implicit from the nature of the Deliverables and/or Services;
    1. all user and operational documentation provided by the Supplier to the Buyer will be complete, up to date, accurate and sufficient so far as is reasonably necessary to enable the Buyer and its personnel to make full and proper use of them;
    2. all versions of the Supplier System (including all software comprised in it) used by or on behalf of the Supplier in the provision of the Services shall be a currently supported version;
    3. the Supplier will not by virtue of any act or omission cause the Buyer or any other person to lose any consent or permission upon which it relies for the purposes of conducting its business or operations;
    4. the Services, Deliverables and Supplier System shall at all times be fully compatible, and interoperable, with the Buyer System and any Related Supplies;
    5. the Services and the Deliverables shall be capable of use at (and from) locations in the UK and globally (including UK Military bases, third party locations, and /or ships abroad); and
    6. the Services shall interface at all times with the Buyer's Related Suppliers and Related Supplies

### Buyer IT due diligence requirements

* 1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
     1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
     2. operating processes and procedures and the working methods of the Buyer;
     3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
     4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Call-Off Contract and/or which the Supplier will require the benefit of for the provision of the Services and/or Deliverables.
  2. The Supplier confirms that it has advised the Buyer in writing of:
     1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
     2. the actions needed to remedy each such unsuitable aspect; and
     3. a timetable for and the costs of those actions.

### Licensed software warranty

* 1. Without prejudice to the generality of Paragraph [3.1](#_bookmark67) of this Schedule, the Supplier represents and warrants that:
     1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier’s obligations under this Call-Off Contract including the receipt of the Services and the Deliverables by the Buyer;
     2. all components of the Specially Written Software shall:
        1. be free from material design and programming errors;
        2. perform in all material respects in accordance with the relevant specifications contained in Call-Off Schedule 14 (Service Levels) and Documentation; and
        3. not infringe any IPR.

### Provision of ICT Services

* 1. The Supplier shall:
     1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (subject to Paragraph [10.7,](#_bookmark82) except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
     2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
     3. ensure that the Supplier System will be free of all encumbrances;
     4. ensure that the Services and Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Call-Off Contract; and
     5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Services and Deliverables;

### Standards and Quality Requirements

* 1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Services and Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it (**"Quality Plans"**).
  2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Services and Deliverables are provided to the standard required by this Call-Off Contract.
  3. Following the approval of the Quality Plans, the Supplier shall provide the Services and all Deliverables in accordance with the Quality Plans.
  4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call-Off Contract Period:
     1. be appropriately experienced, qualified and trained to supply the Services and Deliverables in accordance with this Call-Off Contract;
     2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Services and Deliverables; and
     3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Services and Deliverables to the reasonable satisfaction of the Buyer.

### ICT Audit

* 1. The Supplier shall allow any auditor appointed by, on behalf or in respect of the Buyer access to the Supplier premises to:
     1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
     2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
     3. review the Supplier’s quality management systems including all relevant Quality Plans.

### Maintenance of the ICT Environment

* 1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment (**"Maintenance Schedule"**) and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
  2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance in accordance with the Maintenance Schedule or as otherwise expressly agreed between the Supplier and the Buyer. Such maintenance shall be known as **"Permitted Maintenance"** for the purposes of the Call- Off Contract. The Parties acknowledge and agree that the Order Form and/or relevant Specification (or part of the Specification) may contain details of the permitted and agreed times and durations for Permitted Maintenance by the Supplier.
  3. The Supplier shall give as much notice as is possible to the Buyer prior to carrying out any Emergency Maintenance.
  4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

### Intellectual Property Rights in ICT

* 1. **Assignments granted by the Supplier: Specially Written Software**
     1. The Supplier assigns (by way of present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full title guarantee free from any rights, claims or other third party interests (or shall procure such assignment to the Buyer), title to and all

rights and interest in the Specially Written Software together with and including:

* + - 1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
      2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
    1. The Supplier shall:
       1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
       2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
       3. without prejudice to Paragraph [10.1.2(b)](#_bookmark74), provide full details to the Buyer of any of the Supplier’s Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub- license and/or commercially exploit such Supplier’s Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the

Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

* + 1. The Supplier shall promptly execute and/or procure the execution of all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

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

* + 1. Unless the Buyer gives its Approval the Supplier must not use any:
       1. of its own Existing IPR that is not COTS Software;
       2. third party software that is not COTS Software
    2. Where the Buyer Approves the use of the Supplier’s Existing IPR that is not COTS Software, the Supplier shall grant to the Buyer a perpetual, royalty-free and non- exclusive licence to use adapt, and sub-license the same for any purpose relating to the Services and Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer’s (or, if the Buyer is a Central Government Body, any other Central Government Body’s) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call- Off Contract Period and after expiry of the Call-Off Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
    3. Where the Buyer Approves the use of third party Software that is not COTS Software, the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph

[10.2.2.](#_bookmark77) If the Supplier cannot obtain such a licence for the Buyer it shall:

* + - 1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
      2. only use such third party IPR as referred to at Paragraph [10.2.3(a)](#_bookmark79) if the Buyer Approves the

terms of the licence from the relevant third party.

* + 1. Where the Supplier is unable to provide a licence to the Supplier’s Existing IPR in accordance with Paragraph

[10.2.2](#_bookmark77) above, it must meet the requirement by making use of COTS Software or Specially Written Software.

* + 1. The Supplier may terminate a licence granted under Paragraph [10.2.1](#_bookmark76) by giving at least thirty (30) days’ notice in writing if there is an Authority Cause which constitutes a material breach which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

### Licenses for COTS Software by the Supplier and third parties to the Buyer

* + 1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
    2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier (or anyone performing an equivalent role after the End Date) at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
    3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph [10.3](#_bookmark80) the Supplier shall support the Replacement Supplier (or anyone performing an equivalent role after the End Date) to make arrangements with the owner or authorised licensee to renew the licence at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
    4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
       1. will no longer be maintained or supported by the developer; or
       2. will no longer be made commercially available

### Buyer’s right to assign/novate licences

* + 1. The Buyer may assign, novate or otherwise transfer its rights and/or obligations under the licences granted pursuant to Paragraph [10.2](#_bookmark75) to:
       1. a Central Government Body; or
       2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
    2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in Paragraph [10.2.](#_bookmark75)

### Licence granted by the Buyer

* + 1. The Buyer grants to the Supplier a royalty-free, non- exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Services and Deliverables in accordance with this Call-Off Contract, including the right to grant sub-licences to Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

### Open Source Publication

* + 1. Unless the Buyer otherwise agrees in advance in writing (and subject to Paragraph [10.6.3](#_bookmark81)) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
       1. suitable for publication by the Buyer as Open Source Software; and
       2. based on Open Standards (where applicable),

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

* + 1. The Supplier hereby warrants that the Specially Written Software and the New IPR:
       1. are suitable for release as Open Source Software and that the Supplier has ensured when developing the same that publication by

the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

* + - 1. have been developed to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
      2. do not contain any material which would bring the Buyer into disrepute;
      3. can be published as Open Source Software without breaching the rights of any third party;
      4. will be supplied in a format suitable for publication as Open Source Software ("the **Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
      5. do not contain any Malicious Software.
    1. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source Software), the Supplier shall:
       1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
       2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer’s ability to publish such other items or Deliverables as Open Source Software.

### Malicious Software

* + 1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
    2. If Malicious Software is found, the Parties shall co- operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
    3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph [10.7.2](#_bookmark83) shall be borne by the Parties as follows:
       1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
       2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Government Data (whilst the Government Data was under the control of the Buyer).

### Supplier-Furnished Terms

* 1. **Software Licence Terms**

Terms for licensing of non-COTS third party software in accordance with Paragraph [10.2.3](#_bookmark78) and COTS software in accordance with Paragraph [10.3](#_bookmark80) are detailed in the Order Form.

### Software as a Service Terms

Additional terms for provision of a Software as a Service solution and provision of Software Support & Maintenance Services are detailed in the Order Form.

### Compliance and Support

* 1. The Supplier will provide all required support and information to the Buyer in connection with the Card Schemes, APM Providers, Rules,

PCI, and any Regulatory Body at all times. The Supplier shall provide the Buyer with current and accurate information detailing the Buyer's PCI responsibilities and shall work with the Buyer to ensure that the Buyer is compliant with the same.

* 1. Following confirmation:
     1. by a Card Scheme or APM Provider of any changes to the relevant Rules; or
     2. by any Regulatory Body of any changes to any Law or the relevant Rules; or
     3. of any changes to PCI,

which, in each case, will impact upon the Buyer (and/or any of its Affiliates or operations), and/or any of the Services or Deliverables (or their use or receipt), the Supplier will notify the Buyer as soon as possible of such changes and provide all relevant details. The Supplier shall at all times ensure that the Services and Deliverables are compliant with all applicable Rules, Law and PCI. Any changes to the Services and/or Deliverables which are necessary in order to maintain compliance with Rules, Law and PCI shall be conducted by the Supplier at its own expense and ensuring that there is no impact or interruption to the provision by the Supplier of, and the receipt by the Buyer (and/or its related parties) of the Deliverables and/or the Services.

* 1. The Supplier's obligations under Paragraphs [12.1](#_bookmark84) and [12.2](#_bookmark85) shall survive termination of the Call-Off Contract and shall continue in full force and effect until all Transaction Data obtained under the Call- Off Contract has been destroyed or as otherwise agreed in writing by the Buyer.
  2. Where the Supplier reasonably suspects that a Transaction, which the Supplier would otherwise process, may be fraudulent or involves fraud or any other criminal activity, the Supplier shall, to the extent permitted by Law and AML, notify the Buyer immediately and shall (without prejudice to any of the Buyer's rights and/or remedies where the Supplier was responsible for detecting or avoiding any fraud) suspend the processing of that Transaction, until the satisfactory completion of the Supplier's investigation or that of any third party (which investigation the Supplier shall conduct immediately, without delay, acting reasonably, in good faith, and in accordance with Good Industry Practice).
  3. The Supplier shall provide the Buyer with a dedicated customer service team for queries in order to ensure effective running of the Services and Deliverables. This shall include a dedicated customer and technical helpdesk which is available 24 hours per day, 7 days

per week and 365 days of the year (366 in a leap year).This shall be available to deal with amongst other things, incidents, problems, alerts, account queries, invoice queries, and Payer queries. Where it is reasonably anticipated that the Supplier will process 1 million or more Transactions per annum it shall provide a named account manager who will oversee the provision of Services for the Buyer. Where the anticipated number of Transactions is less than 1 million then account management shall be appropriate to the size of the Buyer's specific requirements.

* 1. The Supplier shall provide the Buyer with initial and on-going training (including e-training) free of charge and as and when required, on how to use the Services and any Deliverables including any management tools and shall provide updated guidance documents as and when required, free of charge, to the Buyer.
  2. On the Effective Date and on an annual basis (as a minimum), and following any material system change, the Supplier shall provide the following information assurance evidence to the Buyer:
     1. evidence, in the form of independent certification, that the Services and other Deliverablesprovided conform to PCI- DSS, and evidence of any other claimed security measures, or equivalents, and security controls implemented; and
     2. evidence of an independent IT health check using a CESG approved check service provider.
  3. The Supplier shall provide the same information assurance evidence specified at Paragraph [12.7](#_bookmark86) to the Buyer at regular intervals and upon request.
  4. The Supplier’s information security management system (relevant to the Services) shall be:
     1. accredited to the ISO27001(2013) Standard; and
     2. compliant with the relevant ISO27001(2013) measures,

(as such standard may be replaced in the industry from time to time).

* 1. If the Supplier’s information security management system (relevant to the Services) is accredited to the ISO27001(2013) Standard, or equivalent, or the Supplier can demonstrate compliance with the relevant ISO27001(2013) measures, the Supplier shall provide evidence of this accreditation and compliance to the Buyer at regular intervals and upon request.
  2. Where the Supplier detects unusual patterns of activity that might indicate malicious activities, for example a denial of service attack or distributed denial of service attack the Supplier shall inform the Buyer’s designated security contact immediately by alerting via email and SMS.

### Co-operation and Collaboration

* 1. The Supplier shall, at the request of the Buyer from time to time provide to the Buyer, and such of the Buyer's (actual or proposed) other suppliers and/or Related Suppliers as are specified by the Buyer (**"Assisted Person"**), such co-operation, information, advice and/or assistance in connection with the Services and the Deliverables as may be necessary or required to:
     1. implement and install the Services and Deliverables, all connected Services and Deliverables, all Supplier Assets, and all Related Supplies;
     2. enable any such Assisted Person to create and maintain technical or organisational interfaces with the Services and/or Deliverables and/or to ensure the interoperability and/or integration of applicable Related Supplies and systems of that Assisted Person with the Services, Deliverables and systems of the Supplier and/or its Subcontractors;
     3. enable the timely transition of the Services and/or Deliverables or equivalent activities or Replacement Deliverables (or any of them) to any Replacement Supplier on the ending of Call-Off Contract for any reason;
     4. support the replacement of any Related Suppliers and/or Related Supplies with an alternative;
     5. deal with any enquiries and/or requests relating to the Services including from Payers and/or Regulatory Bodies and including any relating to disputes, referrals, refunds, errors and/or fraud;
     6. enable the submission collection and processing of payment data in compliance with PCI; and / or
     7. enable suppliers to conduct due diligence as a potential Replacement Supplier on the ending of the Call-Off Contract for any reason.

The support referred to above shall include, where integration is required between the Buyer, the Services and/or Deliverables, and

any other of the Buyer's suppliers, provision of a "sand-box" environment for use by the Buyer and its other suppliers to allow for "production"-like testing of integrations, including the use of any identifiers that are in use for the production environment and to allow for penetration testing to verify the end-to-end security of the integrated service.

* 1. The Supplier shall at the reasonable request of the Buyer co- operate and liaise with Related Supplier(s) so as to assist such Related Supplier(s) with the successful and timely delivery of those Related Supplies.
  2. The Supplier shall:
     1. inform the Buyer in writing reasonably in advance of any adverse effects of carrying out its obligations under the Call-Off Contract (to the extent that it is aware of the same) on any Related Supplies;
     2. minimise any such adverse effects to the extent reasonably practicable in the circumstances; and
     3. liaise with the Buyer regarding the most appropriate time to carry out these obligations and comply with the Buyer's reasonable requirements in this regard.
  3. If there is any dispute between the Supplier and any Related Supplier relating to the interfacing or interoperability of all or any part of the Services or a Deliverable with a Related Supply, the Supplier shall promptly notify the Buyer in writing of the dispute and shall provide, at the reasonable request of the Buyer or the Related Supplier, all reasonable co-operation and assistance (including the provision of personnel, documents, design information/ documentation Know-How, information, materials and codes) to assist with the resolution, correction or remedy of that dispute.
  4. If, in providing the Services or Deliverables, the Supplier is required to specify the requirements (including any technical specification) of any deliverable, service, or work-product to be provided to the Buyer by any Related Supplier or other third party (**"Specified Item"**) then:
     1. to the extent that the Specified Item complies with the requirements provided by the Supplier in all material respects; but
     2. does not satisfy, deliver or perform the required outputs or is otherwise defective or unfit for purpose having regard to the Buyer's requirements,

such event shall be deemed to constitute a failure by the Supplier to meet the Statement of Requirements and shall be a Default by the Supplier.

* 1. In any case where the Buyer or a related third party (**"Procuring Body"**) wishes to procure goods and/or services (other than Deliverables to be provided by the Supplier under the Call-Off Contract) (**"New Goods and Services"**) which are related to or which interface with or are intended to interface with the Services or any Deliverables, the Supplier shall promptly provide the relevant Procuring Body (and any person bidding for those New Goods and Services) with all reasonable information and assistance as may be required from time to time to:
     1. carry out appropriate due diligence with respect to the New Goods and Services;
     2. effect a smooth inter-operation between the Services or Deliverables (as relevant) and the New Goods and Services; and
     3. enable the relevant Procuring Body to carry out a fair and compliant competition for the New Goods and Services.
  2. If the Supplier (or an Affiliate of the Supplier) wishes to be considered as a provider of New Goods and Services to a Procuring Body (whether as prime contractor or as sub-contractor to another person) where it continues to provide Services or Deliverables under the Call-Off Contract the Buyer may require (where it is requested to do so by that Procuring Body), that the Supplier shall (and the Supplier shall ensure that its Affiliates and/or its relevant Subcontractors shall) establish and maintain an appropriate "ethical wall" arrangement approved by that Procuring Body (such approval not to be unreasonably withheld or delayed) between the personnel who are involved in operational aspects of the Services or provision of Deliverables and the personnel who are bidding for the New Goods and Services.
  3. The Supplier shall provide a facility, whether in the normal testing sandbox environment or another replica environment for the Buyer to run where relevant to the Supplier’s Services realistic end-to-end performance and capacity testing to allow the Buyer to prepare before launching a new service and/or before a period of peak demand of Services users in the UK and abroad.
  4. The Supplier shall (at its own expense) provide certification testing facilities, and assistance with certification, where relevant to the Supplier’s Services between the Buyer and the Buyer's other providers.

### Buyer Compliance

* 1. Subject to the compliance of the Supplier with Paragraph [12.2](#_bookmark85), the Buyer shall not, knowingly act in breach of the Mandatory Rules (where and to the extent that such Rules have been provided by the Supplier to the Buyer by written notice and a reasonable time in advance).
  2. The Buyer shall throughout the Contract Period and for such period as may be required thereafter for the purposes of any applicable provisions of this Call-Off Contract, maintain in the Buyer's name a bank account for the purposes of receiving payment from the Supplier.

### Service Failures

* 1. The Supplier shall monitor the Services and Deliverables at all times and inform the Buyer in accordance with the relevant Service Levels of any issues or incidents affecting the Services and/or Deliverables. The Supplier shall provide remediation of any issues or incidents affecting the Services and/or any Deliverables in such a way as to ensure compliance with the Service Level Performance Measures.
  2. The Supplier shall (without prejudice to any other rights or remedies of the Buyer, or obligations of the Supplier) remedy, as soon as possible, and at its own cost any defect in the Deliverables and/or Services which manifests itself (including where relevant by providing a replacement). Such remedy shall be free of charge, provided that the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by the Buyer. If the Supplier does not remedy any defect in the Services and/or Deliverables in accordance with this paragraph, the Supplier must, at the Buyer’s request and without prejudice to any other rights or remedies of the Buyer (or obligations of the Supplier), make an appropriate reduction to the Charges payable during the remaining term of the Call-Off Contract.
  3. Without prejudice to any other rights or remedies of the Buyer (or obligations of the Supplier), should a Supplier Non-Performance occur (or should the Supplier believe that one is likely to occur) then the Supplier shall:
     1. notify the Buyer immediately of the actual or likely Supplier Non-Performance;
     2. investigate the underlying causes of the Supplier Non- Performance and at the request of the Buyer provide (by the time reasonably required by the Buyer) a Rectification

Plan which shall be dealt with under the Rectification Plan Process;

* + 1. take all remedial action that is necessary to rectify the Supplier Non-Performance (and prevent it from recurring) or prevent the Supplier Non-Performance from taking place and otherwise mitigate the impact of the Supplier Non-Performance (all in accordance with any agreed Rectification Plan).
  1. In addition, in the event of any Service Level Failure, the Supplier shall be liable to deduct the relevant Service Credits in accordance with Call-Off Schedule 14 (Service Levels). The Parties agree that Service Credits are an adjustment of the Charges to reflect the reduction in services and are not an estimate of the loss or damage that may be suffered by the Buyer as a result of a Service Level Failure and that, save as expressly set out in Schedule 14 the application of Service Credits is without prejudice to any other rights or remedies of the Buyer due to the Service Level Failure.
  2. Should a Service Level Failure give rise to any Losses that are covered by an indemnity under the Call-Off Contract then, in addition to any other right or remedy of the Buyer, the Buyer may recover such Losses under that indemnity.
  3. If a Service Level Failure also comprises a failure to pay any sums due to the Buyer under the Call-Off Contract (including the amount of any Settlement), no Service Credits shall in any way limit or exclude the Supplier's liability to pay any such sums due to the Buyer.
  4. Although the Supplier may be granted relief in the event of an Authority Cause, the Supplier shall ensure that it (and its relevant Subcontractors) take all reasonable steps to eliminate (or if that is not possible, at least mitigate) the impact of any Authority Cause and the losses and expenses that it incurs or would otherwise incur due to the Authority Cause.
  5. If the Supplier seeks any relief in relation to an Authority Cause, it shall provide the Buyer with all relevant details as soon as possible after any alleged Authority Cause and in any event within two (2) Working Days.
  6. Any Dispute regarding an Authority Cause or its impact on a Supplier Non-Performance shall be resolved through the Dispute Resolution Procedure. Pending the resolution of the Dispute the Supplier shall continue to use all reasonable endeavours to resolve the causes of, and mitigate the effects of, any failure.
  7. If the Supplier is prevented from, or delayed in, performing any of its obligations by a Force Majeure Event, the Buyer may suspend payment normally due to the Supplier for those parts of the Services that are not performed and/or engage a third party to perform all or the relevant affected Services until the Supplier has given the Buyer reasonable notice in writing that it is able to perform in accordance with the Contract. The Buyer may allow the Supplier to resume performance of the relevant Services only when the Buyer can terminate its arrangement with any such third party without any cost or penalty and once the Buyer is satisfied that the relevant Services can be resumed. The Buyer will use reasonable efforts to minimise the term of its arrangement with any such third party to enable the Supplier to resume performance after a Force Majeure Event has ceased.

### Service Suspension

* 1. The Supplier shall not be obliged to provide the Services if, but only to the extent that (and for as long as) a Regulatory Body, APM Provider or Card Scheme (as relevant) objects to such provision and so long as such objection has not arisen due to any Default of the Supplier or anyone acting on its behalf.
  2. The Supplier may suspend the Services in the event that the Buyer is in material breach of the Call-Off Contract (in relation to those Services) and has failed to remedy the breach within thirty (30) days of notice from the Supplier identifying the breach and requiring it to be remedied. Such suspension shall end as soon as the Buyer confirms that the relevant breach has been remedied. For the purposes of this paragraph, a breach by the Buyer shall not be regarded as being incapable of remedy simply because the time for performance (as set out in the Call-Off Contract) of the relevant breached obligation has elapsed.

### Transaction Data

* 1. The Parties agree, in relation to the provision of the Services, to comply with all applicable Data Protection Legislation as they apply to the respective roles of each Party as allocated in but not limited to the provisions of Clause 14 of the Core Terms. The Supplier shall also, without prejudice to the foregoing comply with any Rules which are equivalent to the Data Protection Legislation. The Supplier shall ensure that all necessary notices are provided to, and all permissions, consents and information are obtained from the prospective Payers where necessary to enable the performance of the Services and the provision of the Deliverables in accordance with the Call-Off Contract.
  2. The Supplier shall securely store, for seven (7) years and in accordance with PCI and the Rules, all data related to the Services and Deliverables and any relevant Transactions (such as in the case of Payment Services and/or Gateway Services logs of maintenance and encryption key data) created or processed for and/or on behalf of the Buyer (**"Service-related Data"**).
  3. The Supplier shall provide the Buyer with such mechanisms as are required to enable the Buyer to retrieve Transaction Data and/or Service-related Data and a mechanism for deletion of specified data according to the Rules, Laws and the Data Protection Legislation from time to time.
  4. The Supplier shall make available to the Buyer on request and whether before or after termination of the Call-Off Contract, all Service-related Data and/or Transaction Data which may at any time be in the possession, custody or control of the Supplier and/or anyone acting on its behalf (including any which is stored on equipment belonging to them, or Supplier Assets, regardless of its location) from time to time.
  5. The Supplier shall ensure the full logical and physical segregation of the Buyer's Service-related Data and Transaction Data (and any data of Payers) from that of any other merchants and/or customers of the Supplier and ensure that none of the Buyer's (or any Payer's) data is exposed to any unauthorised persons.
  6. Any processing by the Supplier and/or the Deliverables of Transaction Data and/or any other payment data shall be carried out in accordance with the PCI standards.

### Supplier Indemnity

* 1. The Supplier shall indemnify on demand, defend and hold harmless the Buyer in full, from and against all Losses, incurred or agreed to be paid by, or awarded against the Buyer arising from the following whether arising individually, cumulatively or collectively:
     1. wilful Default by the Supplier, any Subcontractor, or any Supplier Staff;
     2. all fines, levies and/or penalties imposed on the Buyer (and/or any other Losses which it may suffer or incur) as a consequence (directly or indirectly) of any failure by the Supplier, or anyone acting on its behalf, and/or any of the Services and /or Deliverables to comply with Law, PCI and/or the Rules and/or any other act, omission, breach or Default of the Supplier or anyone acting on its behalf in connection with this Call-Off Contract;
     3. the abandonment by the Supplier of any of its obligations under the Call-Off Contract;
     4. death or personal injury arising due to any Supplier Default;
     5. any failure by the Supplier or anyone acting on its behalf to comply with PCI or any act or omission of the Supplier or anyone acting on its behalf which results in the Buyer failing to comply with PCI;
     6. any fraudulent or dishonest act, default or omission by the Supplier, any of its Affiliates, any Subcontractor or any member of the Supplier Staff;
     7. any breach by the Supplier of any obligations under:
        1. Clause 15 (What you must keep confidential); or
        2. Call-Off Schedule 9 (Security Requirements);
     8. the breach by the Supplier, any Subcontractor or any of the Supplier Staff of any Laws or Rules, or any Default by the Supplier, any Subcontractor or any of the Supplier Staff under and/or in connection with the Call-Off Contract which causes or contributes to any breach of any Law or the Rules by, or imposition of any regulatory fine or penalty on, the Buyer;
     9. any claim by a third party in connection with the provision or receipt of the Services and/or use of the Deliverables and/or performance of the Call-Off Contract to the extent that such claim arises from or is otherwise caused by any act or omission of the Supplier, any Subcontractor or any member of the Supplier Staff;
     10. any loss or corruption of Transaction Data and/or Personal Data arising as a consequence of any act or omission of the Supplier, any Subcontractor or any member of the Supplier Staff including any costs of restoration of data;
     11. any failure by the Supplier or a Subcontractor to Settle the proceeds of any Transaction to the Buyer by the relevant Settlement Date or to make a required Refund to the relevant Card as required under the Call-Off Contract; and / or
     12. any failure by the Supplier to:
         1. provide any confirmation or information required under the Call-Off Contract relating to the refusal or denial of Authorisation in respect of a Card and/or Transaction; or
         2. provide, maintain, and implement full, accurate and complete Block Lists in accordance with the terms of the Call-Off Contract.

However, for the avoidance of doubt, the Buyer shall not be entitled to recover Losses to the extent that such Losses arise as a direct consequence of any breach of the Call-Off Contract by the Buyer.

* 1. Where reasonably practicable to do so, having regard amongst other things to the applicable events or circumstances and their impact on the Services and the business and/or operations of the Buyer, and any commercial sensitivities, obligations of confidentiality and other legal or regulatory restrictions, the Buyer shall:
     1. notify the Supplier of any claim for which it appears that the Buyer is or may become entitled to indemnification under the Call-Off Contract; and
     2. allow the Supplier to make reasonable comment upon such claim prior to any action being taken by the Buyer and shall afford such comments reasonable consideration.

### Buyer Indemnities

* 1. Subject and without prejudice to Clause 11 (How much you can be held responsible for) the Buyer shall indemnify and hold the Supplier indemnified from and against all:
     1. fines properly imposed on the Supplier by a Card Scheme due to a breach of a Mandatory Rule by the Supplier (which Rule was made known to the Buyer by the Supplier in accordance with Paragraph [4](#_bookmark68)); or
     2. fines or penalties properly imposed on the Supplier by a Regulatory Body due to any breach by the Supplier of the Data Protection Legislation,

in each case if and only to the extent arising directly out of any breach by the Buyer of the Call-Off Contract or any Authority Cause (but not where and/or to the extent caused or contributed to by the Supplier or anyone acting on its behalf).

* 1. The Supplier shall as soon as reasonably practicable from time to time notify the Buyer of any fines or penalties referred to at Paragraph [19.1.2](#_bookmark91)
  2. If, within thirty (30) calendar days of the Supplier notifying the Buyer pursuant to Paragraph [19.2](#_bookmark92) of Fines levied by a Card Scheme, the Buyer confirms to the Supplier that it wishes to dispute such Fines, then the Supplier shall in good faith submit such information and dispute to the relevant Card Scheme on behalf of the Buyer and pursue such dispute in accordance with Good Industry Practice. The Supplier shall keep the Buyer informed as to the status and progress of any such dispute.
  3. Where reasonably practicable to do so, having regard amongst other things to the applicable events or circumstances and their impact on the Services and the business of the Supplier and any commercial sensitivities, the Supplier shall allow the Buyer to make reasonable comment upon any matter which is the subject of an indemnity claim by the Supplier against the Buyer under the Call-Off Contract prior to any action being taken by the Supplier in relation to the claim and shall afford such comments reasonable consideration.

### Fees and Charges

20.1. The Charges for the provision of relevant Services and Deliverables by the Supplier shall be set out in the Call-Off Contract. Where and to the extent that the Supplier's pricing depends on a particular volume of transactions taking place, the Supplier agrees that any volume bands shall apply for the life of the Call-Off Contract and that once a particular volume of transactions has been reached by the Buyer, the relevant achieved volume will not re-set at the end of a Contract Year.

### Exit Requirements

* 1. Upon termination of the Call-Off Contract for whatever reason each of the Buyer and the Supplier shall return to the other (or, in the case of the Buyer, to such other person as the Buyer may nominate) all documentation or other records (including all copies of documents and records) whatsoever in its possession or control containing Transaction Data (save if and to the extent copies thereof are required to be kept in accordance with applicable Laws or the Rules and provided that if, but only to the extent that, the Supplier in order to perform any of its obligations under Call-Off Schedule 10 (Exit Management) requires the use of such Transaction Data of the Buyer it may retain and use the same but only for the purposes of. and for the period necessary to ensure the proper performance of such exit related responsibilities) and each

of the Buyer and the Supplier shall cease using any Marks or the name, brand and/or logo of the other.

* 1. In the event of termination for any reason of supply of Services by the Supplier, the Supplier shall provide a simple mechanism for the Buyer to obtain access to all past and current data held by Supplier pertaining to the Buyer and all past and current data pertaining to the Buyer's customers and Transactions including but not limited to past or in-flight transaction data as required by the Buyer free of charge and Supplier will provide necessary technical assistance to achieve this in a timescale that does not exceed that set by the termination mechanism or Call-Off Contract (and otherwise a reasonable period) and any such data must be in a format which is machine readable and if encrypted or tokenised can be decrypted or detokenised either by Supplier prior to delivery to the Buyer or on receipt by the Buyer.

### Subcontracting

22.1. The Supplier shall not subcontract any of its obligations or the performance or provision of any of the Services and / or Deliverables under this Call-Off Contract without the Buyer's express prior written consent (such consent not to be unreasonably withheld or delayed).

# Part 2 Section 1: Acquiring Services Terms

### Introduction

* 1. The Buyer wishes to procure and the Supplier has agreed to supply Acquiring Services under the Call-Off Contract.

### Definitions

* 1. In this Section, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions) and the definitions contained in Part 1 above:

|  |  |
| --- | --- |
| **"Acquiring Fees"** | means the fees and charges (exclusive of any applicable VAT) payable to the Supplier by the Buyer under the Call- Off Contract for the full and proper performance by the Supplier of its obligations under the Call-Off Contract and the provision of the Acquiring Services and all related Services and Deliverables (which shall be in line with the fees and, where relevant, the amounts provided for in the Framework Contract from time to time); |
| **"Acquiring Terms"** | means the terms and conditions of supply set out in Part 1  of this Call-Off Schedule 23 and in this Section 1 of Part 2; and |
| **"Challenge"** | has the meaning given at Paragraph [8.4.3.](#_bookmark97) |

### Supply of Acquiring Services

* 1. In consideration of the payment of the Acquiring Fees, the Supplier will supply the Acquiring Services to the Buyer in a timely manner and in accordance with the Call-Off Contract.
  2. The Supplier shall advise the Buyer on any installation and/or configuration work to be carried out in respect of the Acquiring Services so as to ensure that they will be of satisfactory quality, suitable for the requirements of the Buyer, and fit for purpose.
  3. The Supplier will assist with and co-operate in any supplier certification, configuring relevant Gateway and/or Payment Equipment identifiers, encryption key loading and connectivity to the Buyer's relevant equipment and relevant providers as required by the Buyer or its third party providers including APM Providers, Gateway providers and/or Payment Equipment providers.

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### Implementation and acceptance

* 1. The Activation Due Date for the Acquiring Services will be set out in the Order Form.
  2. The Supplier shall ensure that the Activation Date is no later than the Activation Due Date.
  3. If required, the Supplier shall provide support for and enable the migration of any existing recurring payments received by the Buyer and/or of any other services equivalent to the Acquiring Services.
  4. The Acquiring Services (and any associated items provided by the Supplier) shall only be regarded as delivered and ready for use once they have been successfully installed, implemented, and configured (as required) and tested and a duly authorised representative of the Buyer has confirmed provision and acceptance of the same in writing. However, any such confirmation shall not be regarded as evidence that the Acquiring Service and/or any related Deliverable complies with the requirements of the Contract.
  5. The Buyer can at its sole discretion reject any item supplied by the Supplier and/or this Agreement which is not of the requested standard. Except where due to default of the Buyer, in the event of rejection of any item by the Buyer, the Supplier will, at its own expense promptly remedy the relevant defect or non-conformity and confirm that the item is ready for use.
  6. If the Supplier does not deliver and make available the Acquiring Services and all related Deliverables by the Activation Due Date, then the Buyer can withhold payment of the Charges until the Activation Date and once the Supplier actually commences the Acquiring Services in full and in accordance with this Contract.
  7. If the Supplier becomes aware that the Services and/or any Deliverable cannot be delivered and made available by the agreed Activation Due Date or if the Activation Date is later than the Activation Due Date, the Supplier shall inform the Buyer promptly of the revised Activation Date. If the Supplier does not meet the Activation Due Date for any reason other than as a direct result of the Buyer's breach of the Contract, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of an alternative solution until the Activation Date of the Acquiring Services.

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* 1. Where Call-Off Schedule 11 (Implementation Works) and/or Call- Off Schedule 13 (Implementation Plan and Testing) are incorporated into this Call Off Contract then they are intended to supplement the implementation and testing provisions in this Paragraph [4](#_bookmark93) but in the event of any conflicts then the provisions in Call-Off Schedule 11 (Implementation Works) and/or Call-Off Schedule 13 (Implementation Plan and Testing) shall prevail.

### Right to Use

* 1. The Supplier Assets are (including any encryption keys provided by the Supplier in Software form) and shall remain the property of the Supplier. The Buyer will not acquire ownership of any Supplier Assets other than as expressly set out in the Contract. The Buyer, its personnel and other authorised users shall have (and the Supplier hereby grants to them) the right to connect to, access and use the Services and the Supplier Assets (including acting as or via Related Suppliers and/or Related Supplies) for the purposes of and in accordance with the Call-Off Contract. To the extent that the Services and Deliverables involve the provision of software by the Supplier, the provisions of Part 1 of Schedule 23 shall also apply.
  2. The right to use as referred to above shall commence on the Activation Date and shall continue for the Supply Period.

### Supplier's Warranties

* 1. The Supplier warrants, represents and undertakes (in addition to any other provisions in the Contract) that:
     1. the Supplier is and shall at all times remain a fully authorised Acquirer.
     2. the Services and all other Deliverables supplied and/or made available shall:
        1. be sufficient and able at all times to facilitate the acceptance, authorisation, receipt, processing, transfer, clearing, settlement, and accounting of Transactions (including payments by the Payer to the Buyer's Gateways) required by the Buyer (including, in the case of Cards, using Chip and PIN, CVC, and contactless technology or its replacement). The Supplier shall provide, maintain and update all hardware and software required to facilitate the

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acceptance, processing and acquiring of Transactions required by the Buyer through the Services;

* + - 1. be available for uninterrupted service 24 hours a day/7 days a week/ 365 days per year (366 in a leap year);
      2. collect and process (where relevant in co- operation with the Buyer and/or its Gateways and/or relevant Gateway providers) Transaction Data including for transmission to (and the Supplier will transmit the same to) the relevant Card Scheme, Card Issuers (where relevant), and/or other relevant providers and/or the Buyer System and/or the Buyer's other nominated provider (and in accordance with PCI);
      3. facilitate both "Cardholder Present" and "Cardholder Not Present" Transactions for Cards;
      4. support and interface to the Buyer's Payment Equipment and other equipment and systems set out in the Specification;
      5. have all encryption keys invalidated on any tampering with the relevant Gateway or Payment Equipment; and
      6. allow the Buyer to decide which Cards and/or the Cards of which Card Schemes can be accepted and processed at any time (it being acknowledged that where the Buyer has chosen to accept specific Cards issued under a particular Card Scheme, the Supplier may be required under the relevant Mandatory Rules of that Card Scheme to ensure that all such Cards issued under the relevant Card Scheme are capable of acceptance regardless of who the relevant Card Issuer is).
  1. The Supplier shall ensure that all Transactions are processed and any issues are resolved in accordance with:

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* + 1. the Service Levels; and
    2. all Laws and Rules at all times.
  1. In connection with the warranty at Paragraph [6.1.2.3](#_bookmark94) above the Buyer acknowledges and agrees that the Supplier may be required, by Mandatory Rules, to ensure that any Gateway and/or Gateway provider, and/or PE of the Buyer is compliant with PCI and the Mandatory Rules. The Supplier shall notify the Buyer as soon as possible on becoming aware that any Gateway, Gateway provider, Payment Equipment, Related Supplier, and/or any other element of the Buyer System and/or a Related Supply is or may be non- compliant with PCI and/or the Mandatory Rules (giving full details and an explanation and confirmation, acting reasonably and in good faith, of any steps which would ensure compliance with PCI and the relevant Mandatory Rules).

### Transactions and Settlement

* 1. The Supplier shall deal with the Authorisation and acquiring of relevant Transactions, the processing of Refunds, and the Settlement of relevant Transaction Revenue in accordance with the Specification.
  2. The Supplier shall, at the Settlement Time, send Settlements where relevant by direct bank transfer to the Buyer Bank Account.
  3. The Supplier shall, where agreed as part of the Services, request and obtain funds for and make Settlements for Transactions for which Authorisation has not been obtained.
  4. The Supplier shall provide the Buyer with full details of any denied Authorisations (including details of the relevant Cards, accounts, and Transactions) and shall also provide the Buyer with any and all Block Lists in such form and frequency as may be required under the Contract and/or by Law and/or the Rules.
  5. The Buyer shall:
     1. not knowingly request payments from and/or process Refunds to Cardholders which are not made in connection with the Buyer's operations and/or dealings with the Cardholder;
     2. not knowingly request payments and/or process Refunds in respect of items, and/or other activities, which fall outside the business and operations of the Buyer; and

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* + 1. only request payments and/or process Refunds in respect of activities, items or operations that the Cardholder would reasonably expect to receive (or to be the subject of) and endeavour to supply any relevant goods or services and submit Transactions in accordance with applicable Laws.
  1. The Buyer acknowledges and agrees that:
     1. it has no authority from the Supplier to permit use of the Card Marks by any of its representatives or agents; and
     2. any Card Scheme may at any time and without advance notice prohibit the Buyer from using its respective Card Marks for any reason.
  2. The Supplier shall Settle to the Buyer without any set-off, deduction or withholding of any kind save as may be expressly agreed between the Parties in writing in the Contract.
  3. The Supplier shall hold all amounts which are due to be paid to the Buyer on trust for the Buyer pending payment over to the Buyer. Where required by and agreed with the Buyer, the Supplier shall hold all such amounts in a separate and identifiable account which indicates that its contents are the sole property of the Buyer***.*** In all other respects the relevant sums shall be handled by the Supplier in accordance with relevant Laws.

### Chargebacks

* 1. It is acknowledged that, in certain circumstances, Card Issuers (via the Card Schemes and in accordance with the relevant Mandatory Rules) may require repayment from the Supplier in respect of a Chargeback or may wish to withhold settlement of a particular Transaction to effect a Chargeback relating to that Transaction.
  2. The Buyer acknowledges and agrees that, subject to Paragraphs [8.3](#_bookmark95) to [8.5](#_bookmark98):
     1. it may be required to reimburse the Supplier for a Chargeback in circumstances where the Buyer has received Settlement of the payment in respect of the relevant Transaction; or
     2. where Settlement of the relevant Transaction has not yet happened the Supplier may withhold the Settlement of

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the relevant Transaction which is subject to the Chargeback.

The obligation of the Buyer to reimburse (and the ability of the Supplier to withhold) shall not apply to any Chargebacks required by a Card Issuer or a Card Scheme or otherwise where, and to the extent that, the relevant Chargeback was caused or contributed to by any act, omission, breach, or Default of the Supplier or anyone acting on its behalf. In such cases the Supplier shall remain liable to Settle the amount of the relevant Transaction to the Buyer.

* 1. All Chargebacks shall not exceed the value of the relevant Settlement of the original Transaction.
  2. The Supplier shall, as soon as possible:
     1. notify the Buyer of any Chargebacks which have accrued or which have not previously been notified to the Buyer;
     2. investigate the validity of any such Chargeback (including to confirm that the Card Issuer has charged back the correct Transaction in accordance with the relevant Rules);
     3. query and challenge the relevant Chargeback when required to do so by the Buyer pursuant to Paragraph [8.5](#_bookmark98) and/or where otherwise required under this Contract (**"Challenge"**); and
     4. provide assistance to the Buyer in respect of any Chargeback which the Buyer acting reasonably disputes in good faith.
  3. The Supplier shall provide to the Buyer such details as the Buyer may require in respect of any Chargeback and/or Challenge.
  4. If, within thirty (30) calendar days of the Supplier notifying the Buyer pursuant to Paragraph [8.4](#_bookmark96) of a Chargeback, the Buyer confirms that it wishes to dispute such Chargeback (and/or, otherwise, if required under the Contract) the Supplier shall, acting in good faith (and in accordance with Good Industry Practice) submit such information to, and dispute the Chargeback with, the relevant Card Scheme Card Issuer and/or other relevant entity on behalf of the Buyer, and pursue such dispute in accordance with Good Industry Practice. The Supplier shall keep the Buyer informed at all times and on request of the status of any dispute.

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|  | 8.7. | Where the Buyer is responsible for a Chargeback in accordance with the Contract which relates to the amount of a Transaction  which has already been Settled to the Buyer, it shall not be set-off any other amount owed by the Supplier to the Buyer. The Supplier |
|  | shall invoice the Buyer separately for the amount of such Chargeback. |
| 8.8. | Where the Buyer is not responsible for a Chargeback it shall be paid by (and be the responsibility of) the Supplier, and the Supplier |
|  | shall credit (and, where relevant, refund) to the Buyer the amount of any Charges which were otherwise due to the Supplier in respect of the Transaction which was the subject of the Chargeback. |
| **9.** | **Data** |  |
|  | 9.1. | The Supplier shall ensure a PCI-DSS secure connection (TLS 1.2 standard and as amended and upgraded from time to time) is used  between the Supplier and the Buyer, the Buyer's website, Buyer's Payment Equipment point of presence, and/or Gateway and |
|  |  | between the Supplier and any third party (including any Card Scheme, and/or Card Issuer). |
|  | 9.2. | The Supplier shall, on demand, provide details to the Buyer of all other integration mechanisms for use by the Buyer e.g. mobile |
|  |  | SDKs, silent order POST, encrypted (TLS 1.2 and subsequent as amended from time to time) API connection from another PCI compliant Level 1 Service provider including, but not limited to, GOV.UK Pay. |
|  | 9.3. | Subject to the requirements of PCI and the Data Protection Legislation, the Buyer shall use all reasonable efforts to retain legible copies of Transaction Data which it has collected on its Payment Equipment for a minimum period of eighteen (18) months |
|  |  | from the date of each Transaction. |
|  | 9.4. | The Supplier may, from time to time and on reasonable notice, reasonably request the Buyer to provide copies of relevant  Transaction Data to enable the Supplier to comply with Law and/or |
|  |  | to comply with the Rules. The Buyer shall, where reasonably possible, provide such copies to the Supplier within a reasonable period of such request being received by the Buyer from the Supplier. |
|  | 9.5. | The Buyer shall provide the Transaction Data to the Supplier pursuant to Paragraph [9.4](#_bookmark99) in a medium and format agreed with the  Supplier (**"Data Transfer Requirements"**). |

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9.6. The Supplier may refuse to accept relevant Transaction Data from the Buyer where, but only to the extent that, the relevant Data Transfer Requirements are not satisfied. The Supplier shall notify the Buyer as soon as possible should the Data Transfer Requirements not have been met in respect of any Transaction Data.

### Indemnity and Remedies

* 1. The Supplier shall indemnify the Buyer against all Losses suffered or incurred by the Buyer whilst the Acquiring Services unavailable due a Default or due to the negligence of the Supplier, its servants or agents.

### New Developments

* 1. The Supplier shall provide the Buyer with details and information of any new and/or potential Cards, Card Schemes and/or other developments relating or relevant to the Services as and when they become available and shall ensure that, if required by the Buyer, the scope of the Acquiring Services is extended to accommodate the same (within the timescales as set out in the Call-Off Contract (if any)).
  2. The Supplier shall provide the Buyer with details of new card BIN (Bank Identification Number) ranges, and the BINs of Card Schemes in use, as and when they are provided by the Card Schemes and shall ensure the Buyer can accept them, if required, across all the Acquiring Services (and the Buyer's Payments Equipment and/or Gateway) and that they can be handled from the date they are available in the market.

### Financial

* 1. The Supplier may invoice the relevant Charges which are due in accordance with the Call-Off Contract.
  2. The Supplier may also invoice the Buyer separately for the following:
     1. any Refunds properly processed by the Supplier that have not already been debited to or paid by the Buyer; and
     2. any Chargebacks and any Fines which are properly due from the Buyer to the Supplier in accordance with the Contract.

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* 1. The Supplier shall ensure that there is no netting-off or setting-off of monies from the Buyer’s bank account(s) and/or any sums due or paid to the Buyer (unless otherwise expressly agreed between the Parties).
  2. For the avoidance of doubt, the Supplier shall not be entitled to recover any Fine from the Buyer where and/or to the extent that the relevant Fine has been caused or contributed to by any act, omission, breach or default of or by the Supplier (or anyone acting on its behalf) including a breach of the Rules and/or PCI.
  3. The Supplier shall notify the Buyer (providing all evidence) as soon as possible in the event that any element of the Acquiring Fees which consists of a third party charge such as "Interchange" fees and/or Card Scheme fees (and where it has been agreed that the Supplier can pass those charges on) is due to change. The Supplier shall give the Buyer as much notice as possible (and not less than thirty (30) days in advance) of any proposed change.

### Buyer's Obligations

* 1. The Buyer shall not alter, tamper with, or modify any Software or other Supplier Assets which belong to the Supplier but which are supplied to enable receipt of the Acquiring Services (except where and to the extent permitted as part of the required Specification) without the Supplier's written consent, which cannot be unreasonably withheld or delayed.
  2. The Buyer shall use reasonable efforts to:
     1. comply with the agreed interface requirement, set out in the Contract regarding the connection of the Buyer's Payment Equipment to the Acquiring Services reasonable provided by the Supplier;
     2. not knowingly do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Supplier in any Software provided by the Supplier for the use on the Buyer Payment Equipment (save for the exercise of a lawful lien by the Buyer); and
     3. not knowingly use the Acquiring Services for any unlawful purpose (without prejudice to the warranties by the Supplier regarding the use and lawfulness of the Acquiring Services).

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* 1. The Buyer shall notify the Supplier as soon as reasonably possible if the Buyer becomes aware that the Acquiring Services and/or any related Deliverables are materially defective.
  2. The Buyer will operate the Acquiring Services in accordance with the Supplier's reasonable recommendations and/or user instructions and where and to the extent that they have been notified to and agreed by the Buyer in the Specification.

### Termination or Suspension Of Services Supply

* 1. At any time with effect from the date which is 90 days after the start of the Contract Period, the Buyer can terminate the supply of any Services and/or Deliverable by giving at least ten (10) days’ written notice to the Supplier.
  2. The Supplier may, on notice to the Buyer suspend the Acquiring Services where but only to the extent and for the duration that:
     1. the Buyer is in material breach of any Mandatory Rule, such breach has not been caused or contributed to by any act or omission of the Supplier (or anyone acting on its behalf) or by a Deliverable, and the Buyer has not remedied such breach within thirty (30) days of written notice from the Supplier identifying the breach and requiring the breach to be remedied; or
     2. the Supplier is expressly required to do so under Law, Mandatory Rules or Regulations (and provided that the Supplier has notified the Buyer as soon as possible in advance of any relevant requirement giving full reasons).

### Consequences Of Expiry Or Termination

* 1. Where the supply of the Acquiring Services is terminated for any reason, the Supplier shall:
     1. continue to provide all necessary Services in respect of Transactions Authorised prior to the date of expiry or termination; and
     2. shall return to the Buyer or its nominated Supplier all Transaction Data in the Supplier's possession, custody or control.
  2. Where the Buyer terminates the Call-Off Contract under Clause 10 (Ending the Contract) and then makes other arrangements for the supply of a replacement to the Acquiring Services, the Buyer can

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(without prejudice to its other rights and remedies, and save where the termination is under Clause 10.3.2 of the Core Terms) recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer, from the Supplier.

* 1. On expiry of the Supply Period or in the event of early termination of the Contract in respect of the Acquiring Services the Buyer will as soon as reasonably possible (and without prejudice to any continuing obligation of the Supplier):
     1. cease use of the Services and Deliverables;
     2. remove any Software belonging to the Buyer from the Payment Equipment.

### Reporting

* 1. The Supplier shall provide the Buyer with reporting at the times and in the format required by the Buyer, including in relation to:
     1. Transaction types and volumes (as set out where relevant in the Call-Off Contract);
     2. fault reporting analysis;
     3. tamper evidence;
     4. status and progress of Challenges and Chargebacks; and such other details as the Buyer may request.

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# Part 2 Section 2: Payment Equipment Terms

### Introduction

* 1. The Buyer wishes to procure and the Supplier has agreed to supply certain Payment Equipment (and related services) under the Call- off Contract and each PE Order Form.

### Definitions

* 1. In this Section, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions) and the Definitions in Part 1 of this Call - off Schedule 23:

|  |  |
| --- | --- |
| **"Additional Charges"** | means the amounts so specified in the Call-Off Schedule 5 (Pricing Details) or a PE Order; |
| **"Delivery Place"** | means the place for delivery (and where relevant installation) of PE specified in the PE Order; |
| **"Leased PE"** | has the meaning given in Paragraph [4.1](#_bookmark100) below: |
| **"Payment Equipment" (or "PE")** | means the payment terminal devices, machines, equipment, and/or software programs (including POS and MPOS equipment or equivalent, credit card terminals, EFTPOS terminal (or by the older term as PDQ)) set out in the Specification and ordered by the Buyer as may be supplemented in the Call-Off Contract or in any PE Order. For the avoidance of doubt the PE shall be "**Deliverables**" for the purposes of the Call-Off Contract; |
| **"PE Charges"** | means the PE Fees and any Additional Charges (exclusive of  any applicable VAT) payable to the Supplier by the Buyer under the Call-Off Contract for the full and proper performance by the Supplier of its obligations under this Schedule and Section, which amounts must not be greater than the amounts provided for in the Framework Contract from time to time; |
| **"PE Fee"** | means the amount specified in the PE Order; |
| **"Finish Date"** | means the date so specified in the Order Form as may be  updated from time to time in a PE Order or as varied by the application of Paragraph [5.5;](#_bookmark102) |

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|  |  |
| --- | --- |
| **"PE Order"** | means the form specifying the item (or items) of PE that the Buyer requires from the Supplier (and which the Supplier will provide) under the Call-Off Contract which will be in the form set out in the Annex below; |
| **"PE Specific**  **Maintenance”** | 1. topping up of any consumables between routine   maintenance visits;   1. repairs outside of normal routine maintenance but excluding costs occasioned by wilful damage, neglect, accident damage or top ups of consumables between routine maintenance visits; and 2. replacements of any components which wear out due to fair wear and tear during the Supply Period, except where such replacement is occasioned by the lack of care or abuse of the PE item by the Buyer; |
| **"PE Terms"** | means the terms and conditions of supply set out in Part 1 of  this Call-Off Schedule 23 and in this Section 2; |
| **"Printables"** | has the meaning given in Paragraph [5.5;](#_bookmark102) and |
| **"Sold PE"** | has the meaning given in Paragraph [4.1](#_bookmark100) below. |

### Exclusion or Modification of certain Core Terms

* 1. When the Parties have entered into a Call-Off Contract which incorporates the terms in this Section, the following Core Terms are modified in respect of the Call-Off Contract (but are not modified in respect of the Framework Contract or the Call-off Contract to the extent that it relates to items other than Payment Equipment (and the related services referred to in this Section)):
     1. Clause 3.2.3 of the Core Terms does not apply to the Call-Off Contract in respect of Leased PE. The warranty at Clause 3.2.5 of the Core Terms shall be modified in respect of Leased PE to refer to the "time of supply" rather than "time of transfer of ownership". The Clauses shall, however, remain unchanged in relation to Sold PE.

### PE Orders

* 1. The Buyer may from time to time place PE Orders with the Supplier for PE. The Buyer shall have the option in the PE Order to specify whether it requires the PE to be provided on a lease basis ("**Leased**

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**PE**") or to be sold to the Buyer by the Supplier ("**Sold PE**"). The Buyer shall further, where it has selected Leased PE, have the option, by notice in writing to the Supplier, to subsequently require the Supplier to (and the Supplier shall) complete the sale to the Buyer of that Leased PE, such that it becomes Sold PE. The relevant charges which can be charged by the Supplier for:

* + 1. the supply of Leased PE;
    2. the supply of Sold PE; and
    3. the supply of ancillary Services in relation to both Leased PE and Sold PE,

shall be set out in the Order Form.

* 1. Each PE Order is subject to the PE Terms and the other relevant terms of the Call-Off Contract. No other terms and/or conditions which the Supplier tries or purports to impose including under any quotation, confirmation of order, delivery note, invoice or similar document, or otherwise, or which are elsewhere implied by custom, practice or course of dealing, shall apply or form part of the Call-Off Contract.
  2. The Supplier shall send a confirmation of the relevant PE Order to the Buyer by electronic means (or in any other method as the Parties may agree from time to time) within one (1) Working Day of receipt of the PE Order and the confirmation will confirm the order details including:
     1. a description of the item(s) of PE ordered;
     2. details of any installation work to be carried out;
     3. the anticipated delivery details; and
     4. the name and address of the Supplier.
  3. For the avoidance of doubt, each PE Order survives the expiration or termination of the Framework Contract but not of the Call-Off Contract.

### Supply of PE

* 1. In consideration of the payment of the PE Charges, the Supplier will supply the PE to the Buyer in a timely manner and in accordance the Call-Off Contract and the requirements notified to the Supplier

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in the PE Order (including whether the PE is Leased PE or Sold PE).

* 1. The Supplier shall advise the Buyer on the selection and specification of the PE and, where applicable, any installation and/or configuration work to be carried out in respect of it so as to ensure that the PE will be of satisfactory quality, suitable for the requirements of the Buyer, and fit for purpose.
  2. Before the Activation Due Date of any PE item the Buyer can amend or cancel and remove that PE item from the PE Order by notifying the Supplier. If the Buyer does cancel all or part of a PE Order:
     1. the Buyer will pay the Supplier’s reasonable, unavoidable, and proven costs already incurred on the cancelled PE Order as long as the Supplier takes all reasonable steps to minimise these costs, including an attempt to redeploy the ordered PE to an alternative customer; and provided that
     2. where the amendment or cancellation of a PE Order is directly or indirectly due to the Supplier’s failure to comply with its obligations under the Call-Off Contract, the Buyer has no liability to the Supplier in respect of the amendment or cancellation.
  3. If the Buyer wants to retain any Leased PE item and any related services (or in relation to Sold PE, any related services) after the expiry of the current Supply Period then the Buyer may do so giving written notice to the Supplier at least one (1) Month prior to the end of the Supply Period and specifying the period of any required extension. The PE Fees payable in relation to any extensions of a Supply Period are (unless otherwise agreed between the Parties) calculated using the same method that was used to calculate the original PE Fees.
  4. The PE shall, where till rolls and sales vouchers are to be used with the equipment, enable the Buyer to use its own banking-industry approved till rolls and sales vouchers. In addition, on request, the Supplier shall provide the Buyer with replacement stocks of banking-industry approved till rolls and sales vouchers for use with the relevant PE (**"Printables"**). Where required by the Buyer, the Supplier shall monitor the levels of Printables held from time to time by the Buyer and shall recommend levels of stock holding and advise the Buyer when it should re-order any relevant Printables.

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The Supplier shall ensure that it holds sufficient stocks of Printables to be able to meet the Buyer's demand across its estate of PE deployed from time to time.

### Delivery and Installation

* 1. The Buyer may specify on the PE Order the required Activation Due Date for the relevant PE. The Supplier may (acting reasonably and in good faith) give the Buyer confirmation that the anticipated Activation Due Date for each PE item is not achievable and an alternative Activation Due Date by not later than two (2) Working Days of receipt of the PE Order. If the Supplier fails to give such a confirmation, it shall be deemed to have agreed the relevant Activation Due Date.
  2. The Supplier will deliver the PE to the Delivery Place or as otherwise reasonably directed by the Buyer.
  3. If the Buyer has requested that the Supplier installs and/or configures the PE at the Delivery Place, the Supplier shall do so. The Buyer shall use reasonable efforts to ensure that a duly authorised representative of the Buyer is present at the installation of the PE.
  4. The Supplier will, at the Supplier's cost, deliver the PE to the Buyer in full working order and condition on the Activation Due Date. Each PE item shall be configured in accordance and shall in all respects comply with the relevant Specification.
  5. The Supplier can only deliver PE before the Activation Due Date if the Buyer agrees to early delivery before the Supplier attempts delivery.
  6. Any defects to or in a PE item notified to the Supplier by the Buyer must be rectified within five (5) Working Days at no cost to the Buyer.
  7. A PE item shall only be regarded as delivered once it has been successfully installed, configured and tested and a duly authorised representative of the Buyer has signed a delivery note (which quotes the Supplier's order number and full details of the PE item) to confirm delivery of the PE. However, any such signature shall not be regarded as evidence that the PE complies with the requirements of the PE Order and/or the Contract.

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* 1. If, for any reason, the Buyer is unable to take delivery of a PE item on or after the Activation Due Date the Supplier must, at its own expense, store or arrange for the storage of the PE for a reasonable time and must safeguard the PE until actual delivery.
  2. The Supplier must make sure (at its own cost) that each PE item is delivered in a new and unused condition unless the Buyer requests otherwise. The Buyer can at its sole discretion reject a PE item which is not in the condition required under the Contract and/or in respect of which the delivery note does not include the required information.
  3. If the Supplier does not deliver a PE item by the agreed time or specified date then the Buyer can withhold payment of the PE Charges for that PE item until the time when the Supplier actually delivers it.
  4. If the Supplier becomes aware that a PE item cannot be delivered by the agreed Activation Due Date or if a PE item is not actually delivered by its Activation Due Date, the Supplier shall inform the Buyer of the revised delivery date which shall be as soon as possible and without prejudice to the Buyer's other rights and/or remedies. Where the Buyer has indicated that the timing of delivery is critical, the Supplier must provide an alternative PE item of the same specification or one with equivalent specification by the Activation Due Date until the time as the PE item is actually delivered. If the Supplier cannot supply an alternative PE item by the Activation Due Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of a PE item of the same specification or one with equivalent specification (without prejudice to the other rights and/or remedies of the Buyer).

### Title, Possession And Risk

* 1. All Leased PE is and shall remain the property of the Supplier, and the Buyer will not acquire ownership of the Leased PE (but shall have the right to possess and use the Leased PE in accordance with the Call-Off Contract). All Sold PE shall be sold to the Buyer by the Supplier will full title guarantee, free from any third party rights, claims and/or interests. All Sold PE will be sold to the Buyer with a warranty that it is of satisfactory quality, free from any defects in materials, manufacture and/or design and fit for its intended purposes. The Supplier shall ensure that title to any item of Sold PE transfers to the Buyer on payment by the Buyer for the relevant Sold.

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* 1. The Buyer accepts a PE item by signing a delivery form and the Supply Period for that PE item starts at such point, unless the Buyer notifies the Supplier that the PE item is not in accordance with the agreed specification or otherwise not in conformity with the requirements of the PE Order by telephone and confirmed in writing, email or facsimile within seventy-two (72) hours of delivery.
  2. Except where non-acceptance is due to default of the Buyer, in the event of non-acceptance of a PE item the Supplier will, at its own expense make an equivalent alternative PE item available for use by the Buyer until the time that the Supplier actually delivers an acceptable PE item to the Buyer.
  3. From the time of acceptance of a PE item, the Buyer bears the risk of loss or damage to the PE except for loss or damage:
     1. caused or contributed to by the act, omission, breach or default of the Supplier, its Subcontractors or its agents;
     2. which is due to any defect or fault in the PE or any other Deliverable provided by the Supplier; or
     3. while the Supplier has possession of the PE, including for any maintenance.
  4. The Supplier must give, and shall ensure that any third party owner gives, the Buyer quiet possession of the Leased PE and the Supplier warrants and represents that the Buyer can hold the Leased PE throughout the Supply Period free of any interference from the Supplier, the owner or any person acting through the Supplier.

### Supplier's Obligations Warranty

* 1. The Supplier warrants, represents and undertakes that:
     1. the range of PE available from the Supplier shall be as set out in the Specification.
     2. all PE (and any other relevant Deliverables, including Software shall:
        1. comply with its Specification and this shall include supporting and interfacing to the Payment Gateways Merchant Acquirers,

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APIs, and Terminal Protocols (if any) set out in the Specification;

* + - 1. be sufficient and able at all times to facilitate the authorisation, receipt, transfer, processing, and accounting of incoming payment Transactions;
      2. be capable of accepting and processing Transactions from and to traditional, new and existing Cards (using Chip and PIN and contactless technology or its replacement);
      3. enable the Buyer to decide which Cards and from which Card Schemes, may or may not be accepted and/or processed (it being acknowledged that where the Buyer has chosen to accept specific Cards issued under a particular Card Scheme, the Supplier may be required under the relevant Mandatory Rules of that Card Scheme to ensure that all such Cards issued under the relevant Card Scheme are capable of acceptance regardless of who the relevant Card Issuer is);
      4. collect and process Transaction Data for transmission to the Buyer's Acquirer and/or Acquiring Services provider, APM provider (if relevant), and/or Fraud Services provider;
      5. enable any required connection to and/or interfacing and interoperability with the Buyer's Related Suppliers and Related Supplies (including Gateway Services providers, Fraud Services providers, APMs (if relevant) and Acquiring Services providers);
      6. facilitate both "Cardholder Present" and "Cardholder Not Present" Transactions; and
      7. be tamper-proof, and display evidence of any tampering.
    1. all encryption keys shall be invalidated on any tampering with the relevant PE.

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* 1. The Supplier shall ensure that all Transactions are processed and any issues are resolved:
     1. in accordance with the Service Levels;
     2. in accordance with all Laws, Rules and PCI at all times.
  2. The Supplier shall provide, maintain and update all hardware and software required to facilitate the acceptance and processing of Transactions required by the Buyer through the PE.
  3. The Supplier shall ensure the Buyer can elect which Cards and/or Card Schemes can be accepted and processed at any time.

### Defects

* 1. The Supplier shall remedy, as soon as possible, any defect in the PE which manifests itself following the Activation Date (including where relevant by providing a replacement). Such remedy shall be free of charge, provided that:
     1. the Buyer permits the Supplier to make a full examination of the alleged defect; and
     2. the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier’s authorised personnel.
  2. If the Supplier does not remedy or replace any defective PE within two (2) Working Days, any PE Fees in respect of that PE item shall, without prejudice to any of the Buyer's other rights or remedies, be suspended and shall not resume until the relevant issue is resolved. The suspension of PE Fees is calculated on a daily basis.
  3. The Supplier shall transfer to the Buyer, so far as is possible, the benefits of any manufacturers' warranties relating to the fitness and performance of the PE.
  4. If the Supplier does not remedy any defect in the PE in accordance with Paragraph [7.5](#_bookmark103), the Supplier must, at the Buyer’s request, recover part or all of the PE and make an appropriate reduction to the PE Fees payable during the remaining term of the Contract.

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### Maintenance and Support

* 1. The Supplier shall provide maintenance, installation and swap services for the PE provided to the Buyer.
  2. The Supplier is responsible for the provision (at its own costs) of:
     1. normal routine maintenance (where relevant in accordance with manufacturers' maintenance recommendations as amended from time to time); and
     2. any PE Specific Maintenance.
  3. If the Supplier replaces any components or PE the replacement must be new and of the same specification. The Supplier shall assign title in any replacement PE or components for Sold PE in the same way as required under the Contract for the relevant Sold PE.
  4. If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer and the Supplier must submit an invoice to the Buyer within ten (10) Working Days of the cost being incurred.

### Indemnity

* 1. The Supplier indemnifies the Buyer against all Losses incurred by the Buyer whilst the PE is unavailable for use by the Buyer due to a Default or due to the negligence of the Supplier, its servants or agents.

### PE Collection

* 1. At the end of the Supply Period in relation to Leased PE and/or in respect of any PE which has been rejected by the Buyer, the risk of loss or damage of such PE shall vest in the Supplier and it shall be the responsibility of the Supplier to collect any such PE from the Buyer or such location as the Buyer may nominate.

### Payment Gateway and Set- up

* 1. Without prejudice to Paragraph [5.1](#_bookmark101) of Part 1 above, the Supplier will assist with and co-operate in any acquirer certification, configuring relevant terminal identifiers, encryption key loading and connectivity to the Buyer's payment Gateway Service and/or Acquiring Services

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and/or APM providers as required by the Buyer and/or its Acquiring Services and/or payment Gateway Service and /or APM providers.

### Buyer's Obligations Modifications

* 1. The Buyer shall not alter, tamper with, or modify any Leased PE

(except where and to the extent permitted as part of the required Specification) without the Supplier's written consent, which cannot be unreasonably withheld or delayed.

### Limits of Use

* 1. While a Leased PE item is in its possession and control, the Buyer shall use reasonable efforts to:
     1. keep and operate the PE in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by reasonably trained and competent staff in accordance with any reasonable operating instructions provided by the Supplier;
     2. take such steps (including compliance with all reasonable safety and usage instructions provided by the Supplier) as may be necessary to make sure, so far as is reasonably practicable, that the PE is kept safe and without risk to health when it is being set, used, or maintained;
     3. not knowingly do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Supplier in the PE (save for the exercise of a lawful lien by the Buyer);
     4. use reasonable efforts not to allow the PE to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process by a third party, but if the PE is confiscated, seized or taken, the Buyer shall inform the Supplier (as soon as reasonably possible after becoming aware) and the Buyer shall use its reasonable endeavours to procure the release of the PE; and
     5. not knowingly use the PE for any unlawful purpose (without prejudice to the warranties by the Supplier regarding the use and lawfulness of the PE).

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* 1. The Buyer shall not remove or deface any sign that the Leased PE is the Supplier's property.
  2. The Buyer will not sell or offer to sell the Leased PE and can only part with possession or control of the Leased PE to an authorised user in the employment of the Buyer, any of its Related Suppliers and/or any other authorised person.
  3. The Buyer shall inform the Supplier as soon as reasonably possible after becoming aware if any Leased PE is lost, damaged, tampered with, or destroyed.
  4. The Buyer will take reasonable steps to allow the Supplier or its duly authorised representative to inspect the Leased PE at reasonable times on reasonable advance notice.

### Actions upon Termination or Expiry of Supply Period

* 1. On expiry of the Supply Period or in the event of early termination of the Contract in respect of any Leased PE:
     1. the Buyer will:
        1. make the PE reasonably available for collection by the Supplier. The Supplier will be bound by all obligations under this Call- Off Contract until the time when the Supplier actually collects the PE which the Supplier shall do promptly;
        2. use reasonable efforts to remove all Transaction Data and any other items belonging to the Buyer from the Leased PE
     2. The Supplier shall, once it has received the Leased PE (and shall, in any event and at any time in respect of either Leased PE or Sold PE which has been rejected by the Buyer) validate the removal of the Buyer's Transaction Data from the relevant PE.

### Expiry Or Termination

* 1. At any time with effect from the date which is 90 days after the commencement of the lease of the Leased PE item, the Buyer can terminate the supply of any Leased PE item by giving at least ten

(10) days’ written notice to the Supplier. On the effective date of

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such notice period, the relevant Supply Period shall be deemed to have ended.

* 1. At the Supplier's cost, the Supplier must collect the Leased PE (as relevant) from the Delivery Place or if different any nominated collection point within five (5) Working Days after the expiry or termination of the Supply Period.
  2. If Supplier does not collect the Leased PE at the relevant time and collection point, the Supplier indemnifies the Buyer against all Losses due to the failure to collect the PE as agreed.
  3. Where the Buyer terminates the Call-Off Contract under Clause 10 (Ending the Contract) and then makes other arrangements for the supply of the Leased PE, the Buyer can (without prejudice to its other rights and remedies, and save where the termination is under Clause 10.3.2 of the Core Terms) recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer from the Supplier.

### Reporting

* 1. For the purposes of Paragraph 17.2 of Part 1 above, the Service- related Data shall include logs of maintenance of the PE and any encryption key data processed for and on behalf of the Buyer.
  2. The Supplier shall provide the Buyer with reporting at the times and in the format required by the Buyer (and/or as otherwise set out in the Call-Off Contract), including in relation to:
     1. locations of PE;
     2. PE age;
     3. maintenance due dates;
     4. hot stock held at locations;
     5. stock held at Supplier locations;
     6. fault reporting analysis; and
     7. tamper evidence,

and such other details as the Buyer may request.

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### Annex

**Call-Off Schedule 23 (Payment Equipment (and related Services) Supply Terms) – Part 2 Section 2 Payment Equipment Terms - Annex: PE Order Form Template**

**[Buyer guidance:** This PE Order Form, when completed and executed by both Parties, forms an PE Order. A PE Order can be completed and executed using an equivalent document or available electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, the text below must be copied into the electronic order form]

ORDER REFERENCE: **[Insert** Buyer’s PE Order number] DATE OF ORDER: **[Insert** Date the order is placed]

THE BUYER: **[Insert** Buyer’s name]

BUYER CONTACT [**Insert** business address and contact number] INVOICE CONTACT [**Insert** business address for equipment invoicing] THE SUPPLIER: [**Insert** name of Supplier]

SUPPLIER ADDRESS: [**Insert** registered address] SUPPLIER ACCOUNT

MANAGER: **Insert** registered address] THE DELIVERABLES

[**Buyer guidance**: Insert the details for the PE and/or services which are the subject of the Call-Off Contract. For example:

### [CCS guidance: It may be helpful to Buyers if a list of PE from the Specification is included here for Buyers to choose from. Also please include a list of available support or maintenance services that Buyers can choose from]

PE: [**Insert** Description of PE]

Quantity: [**Insert** Number of items]

Services: [[**Insert** Description of any additional services]

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Delivery Place: [**Insert** all addresses where the PE is to be delivered and/or the services are to be performed]

Time and Date of Delivery [**Insert** the Activation Due Date]

Is the PE to be Leased (Leased PE) or Sold (Sold PE) by the Supplier to

the Buyer:

[insert]

SUPPLY PERIOD (LEASED PE AND/OR ANCILLARY SERVICES (INCLUDING SERVICES IN RELATION TO SOLD PE)

The Supply Period shall be the period of **[Insert** [ ] months / quarters / years from the Activation Date until the [Return[Finish] Date] which is **[Insert** [ ] months / quarters / years after the Activation Date.

**[Buyer guidance**: Extension periods are agreed in accordance with Paragraph 5.4 of the PE Terms]

PRICE AND PAYMENT

PE Fees payable by the Buyer [**Insert** PE Fees payable (including any applicable

discount but excluding VAT)]

**[Buyer guidance** where the Buyer requests and the Supplier provides the requested services then the Buyer shall pay the corresponding charges]

Additional Charges for services **[Insert** additional charges payable by the Buyer

(including any applicable discount but excluding VAT):

Purchase Option Price [**Insert** the Purchase Option Price (excluding

VAT)]

Payment Method [**Insert** payment method(s) and necessary details] Invoicing and Payment

The Supplier shall issue invoices **[Delete** monthly]/[quarterly] and the Buyer shall pay the Supplier within thirty (30) days of receipt of a valid invoice, submitted in accordance with this PE Order Form and the provisions of the Call-Off Contract.

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SPECIAL TERMS

### [Buyer guidance: specify whether any clauses apply to this PE Order in addition to the PE Terms that are needed.]

Special Term 1 Special Term 2

### For and on behalf of the Buyer:

|  |  |
| --- | --- |
| Name and Title |  |
| Signature |  |
| Date |  |

|  |  |
| --- | --- |
|  |  |
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# Part 2 Section 3: Gateway Services Terms

### Introduction

* 1. The Buyer wishes to procure and the Supplier has agreed to supply a Gateway and certain related services) under Call-Off Contract.

### Definitions

* 1. In this Section, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions) and the definitions contained in Part 1 above:

|  |  |
| --- | --- |
| **"Gateway"** | means the payment gateway portal and related software programs set out and further described in the Specification. For the avoidance of doubt, the Gateway shall be considered a Deliverable for the purposes of this Call-Off Contract; |
| **"Gateway Fee"** | means the fees and charges (exclusive of any applicable VAT)  payable to the Supplier by the Buyer under the Call-Off Contract for the full and proper performance by the Supplier of its obligations under the Call-Off Contract and the provision of the Gateway and all related Services and Deliverables (which amounts must not be greater than the amounts provided for in the Framework Contract from time to time); and |
| **"Gateway Terms"** | means the terms and conditions of supply set out in Part 1 of this Schedule and in this Section 3 of Part 2. |

### Supply of Gateway

* 1. In consideration of the payment of the Gateway Fee, the Supplier will supply the Gateway to the Buyer in a timely manner and in accordance with the Call-Off Contract.
  2. The Supplier shall advise the Buyer on the selection and specification of the Gateway and, where applicable, any installation and/or configuration work to be carried out in respect of it so as to ensure that the Gateway will be of satisfactory quality, suitable for the requirements of the Buyer, and fit for purpose.
  3. The Supplier shall allow the Buyer to sign contracts with APM Providers directly, or to allow the Gateway to take settlement of the APM funds on its behalf (known as the **"Collect Model"**) and manage associated settlement risk, and refunds as if they were Card payments.

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### Implementation and acceptance

* 1. The Activation Due Date for the Gateway will be set out in the Call- Off Contract.
  2. If the Buyer has requested that the Supplier installs and/or configures the Gateway, the Supplier shall do so and to ensure that the Activation Date is no later than the Activation Due Date.
  3. If required, the Supplier shall provide support for and enable the migration of any existing recurring payments received by the Buyer’s existing gateway services (or other services equivalent to the Gateway Services) and/or Acquiring Services.
  4. A Gateway shall only be regarded as delivered and ready for use once it has been successfully installed, implemented, and configured (as required) and tested and a duly authorised representative of the Buyer has confirmed provision and acceptance of the Gateway in writing. However, any such Confirmation shall not be regarded as evidence that the Gateway complies with the requirements of the Contract.
  5. The Buyer can at its sole discretion reject a Gateway which is not of the standard required under the Contract. Except where due to default of the Buyer, in the event of rejection of a Gateway by the Buyer, the Supplier will, at its own expense promptly remedy the relevant defect or non-conformity and confirm that the Gateway is ready for use.
  6. If the Supplier does not deliver and make available the Gateway by the Activation Due Date then the Buyer can withhold payment of the Charges for that Gateway until the Activation Date and once the Supplier actually delivers the Gateway in accordance with this Contract.
  7. If the Supplier becomes aware that a Gateway cannot be delivered and made available by the agreed Activation Due Date or if the Activation Date is later than the Activation Due Date, the Supplier shall inform the Buyer of the revised Activation Date. If the Supplier does not meet the Activation Due Date, the Supplier must meet and promptly refund to the Buyer all and any additional costs incurred by the Buyer for provision of an alternative solution until the Activation Date of the Gateway.
  8. Where Call-Off Schedule 11 (Implementation Works) and/or Call- Off Schedule 13 (Implementation Plan and Testing) are incorporated into this Call Off Contract then they are intended to

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supplement the implementation and acceptance provisions in this Paragraph [4](#_bookmark104) but in the event of any conflicts then the provisions in Call-Off Schedule 11 (Implementation Works) and/or Call-Off Schedule 13 (Implementation Plan and Testing) shall prevail.

### Right to Use

* 1. The Gateway is and shall remain the property of the Supplier. The Buyer will not acquire ownership of the Gateway other than as expressly set out in the Contract. The Buyer, its personnel and other authorised users shall have (and the Supplier hereby grants to them) the right to connect to, access and use the Gateway (including acting as or via Related Suppliers and / or Related Supplies) for the purposes of and in accordance with the Call-Off Contract.
  2. The right to use as referred to above shall commence on the Activation Date and shall continue for the Supply Period.

### Supplier's Obligations Warranty

* 1. The Supplier warrants, represents and undertakes (in addition to

any other provisions in the Contract) that the Gateway and all other Deliverables supplied and/or made available shall:

* + 1. be sufficient and able at all times to facilitate the acceptance, authorisation, receipt, processing, transfer, clearing, settlement, and accounting of Transactions required by the Buyer (including, in the case of Cards, using Chip and PIN, CVC, and contactless technology or its replacement). The Supplier shall provide, maintain and update all hardware and software required to facilitate the acceptance and processing of Transactions required by the Buyer through the Gateway;
    2. be available for uninterrupted service 24 hours a day / 7 days a week/ 365(6) days year;
    3. collect and process Transaction Data for transmission to (and the Supplier will transmit the same to) the Buyer's Acquiring Services provider, APM Provider and/or any other nominated provider (and in accordance with PCI) ;
    4. facilitate both "Cardholder Present" and "Cardholder Not Present" Transactions for Cards;

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* + 1. support and interface to the Buyer's Payment Equipment, APMs, Acquirer and/or Acquiring Services Provider, and other equipment and systems set out in the Specification;
    2. enable the Buyer to connect or indirectly to any or all APMs without using the Supplier's Services;
    3. have all encryption keys invalidated on any tampering with the relevant Gateway; and
    4. allow the Buyer to decide which Cards, Card Schemes, and/or APM can be accepted and processed at any time (it being acknowledged that where the Buyer has chosen to accept specific Cards issued under a particular Card Scheme, the Supplier may be required under the relevant Mandatory Rules of that Card Scheme to ensure that all such Cards issued under the relevant Card Scheme are capable of acceptance regardless of who the relevant Card Issuer is).
  1. The Supplier shall ensure that all Transactions are processed and any issues are resolved:
     1. in accordance with the Service Levels; and
     2. in accordance with all Laws and Rules at all times.

### Data

* 1. The Supplier shall ensure a PCI-DSS secure connection (TLS 1.2 standard and as amended and upgraded from time to time) is used between the Buyer, the Buyer's website, Buyer's point of presence, and the Gateway including directly from Payer where applicable and the Gateway.
  2. The Supplier shall provide details of all other integration mechanisms for use by the Buyer e.g. mobile SDKs, silent order POST, encrypted (TLS 1.2 and subsequent as amended from time to time) API connection from another PCI compliant Level 1 Service provider including, but not limited to, GOV.UK Pay.

### Maintenance and Support

* 1. The Supplier shall provide maintenance, installation and swap services for the Gateway provided to the Buyer.
  2. The Supplier is responsible for the provision (at its own costs) of:

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* + 1. normal routine maintenance (where relevant in accordance with maintenance recommendations as amended from time to time); and
    2. any Gateway maintenance.
  1. If the Supplier replaces any components or Gateway the replacement must be new and of the same specification.
  2. If the Parties agree that the Buyer will pay any additional maintenance or repair costs, the Supplier must advise the Buyer of the costs as soon as practicable which must then be subject to approval in writing by the Buyer, and the Supplier must submit an invoice to the Buyer within ten (10) Working Days of the cost being incurred.

### Indemnity and Remedies

* 1. The Supplier indemnifies the Buyer against all Losses incurred by the Buyer whilst the Gateway is unavailable for use by the Buyer due a Default or due to the negligence of the Supplier, its servants or agents.

### New Developments

* 1. The Supplier shall provide the Buyer with details and information of any new APMs and/or any other developments relevant to the use of a Gateway and/or Gateway Services as and when they become available and shall ensure that, if required by the Buyer, that their Gateway and Services can accept and interface to and/or be used with such APM and/or new developments as soon as reasonably possible and without disruption.
  2. The Supplier shall provide the Buyer with details of new card Bank Identification Number ("**BIN**") ranges, and the BINs of Card Schemes in use, as and when they are provided by the Card Schemes and merchant acquiring service providers, and shall ensure the Buyer can accept them, if required, across all the Buyer's Acquiring Services and Gateway Services from the date they are available in the market.

### Payment Equipment and Services and Set- up

* 1. The Supplier will assist with and co-operate in any acquirer certification, configuring relevant Gateway identifiers, encryption key loading and connectivity to the Buyer's relevant equipment and relevant providers as required by the Buyer or its Acquiring Service

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### Financial

providers, APM Service Providers and/or Payment Equipment providers.

* 1. The Supplier shall ensure that there is no netting-off or setting-off of monies from the Buyer’s bank account(s) and/or any sums due or paid to the Buyer.

### Buyer's Obligations Modifications

* 1. The Buyer shall not alter, tamper with, or modify any Gateway (except where and to the extent permitted as part of the required Specification) without the Supplier's written consent, which cannot be unreasonably withheld or delayed.

### Limits of Use

* 1. While a Gateway is in its possession and control, the Buyer shall use reasonable efforts to:
     1. keep and operate the Gateway in a suitable environment, use it only for the purposes for which it is intended, and operate it in a proper manner by reasonably trained and competent staff in accordance with any reasonable operating instructions provided by the Supplier;
     2. comply with reasonable usage instructions provided by the Supplier;
     3. not knowingly do or allow to be done anything which will or might jeopardise the right, title and/or interest of the Supplier in the Gateway (save for the exercise of a lawful lien by the Buyer); and
     4. not knowingly use the Gateway for any unlawful purpose (without prejudice to the warranties by the Supplier regarding the use and lawfulness of the Gateway).
  2. The Buyer shall not remove or deface any marking that the Gateway is provided by the Supplier (unless otherwise agreed).
  3. The Buyer will not sell or offer to sell the Gateway and can only part with possession or control of, or grant access to, the Gateway to an authorised user in the employment of the Buyer or any of its

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Related Suppliers (provided that the Buyer shall be entitled to enable access to the Gateway to its relevant third party payers).

* 1. The Buyer shall notify the Supplier as soon as reasonably possible if the Buyer becomes aware that any Gateway is materially defective.
  2. The Buyer will take reasonable steps to allow the Supplier or its duly authorised representative to inspect the Gateway (if and to the extent that it is hosted by the Buyer) at reasonable times on reasonable advance notice.

### Maintenance

* 1. The Buyer will operate the Gateway in accordance with the Supplier's reasonable recommendations and user instructions and warranty stipulations where and to the extent that they have been notified to the Buyer in the Specification.

### Actions upon Termination or Expiry of Supply Period

* 1. On expiry of the Supply Period or in the event of early termination of the Contract in respect of any Gateway the Buyer will:
     1. cease use of the Gateway; and
     2. remove any Transaction Data and any other items belonging to the Buyer (if and to the extent that the Gateway has been hosted by the Buyer and is under its possession or control.

### Termination Of Gateway Supply

* 1. At any time with effect from the date which is 90 days after the start of the Contract Period, the Buyer can terminate the Supply of any Gateway by giving at least ten (10) days’ written notice to the Supplier.

### Consequences Of Expiry Or Termination

* 1. Where the supply of any Gateway is terminated for any reason in addition and without prejudice to the Supplier's obligations under and/or in connection with Call-Off Schedule 10 (Exit Management) the Supplier shall ensure that the Gateway is disconnected from the Buyer's System.
  2. Where the Buyer terminates the Call-Off Contract under Clause 10 (Ending the Contract) and then makes other arrangements for the

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supply of a replacement to the Gateway, the Buyer can (without prejudice to its other rights and/or remedies, and save where the termination is under Clause 10.3.2 of the Core Terms) recover the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Buyer, from the Supplier.

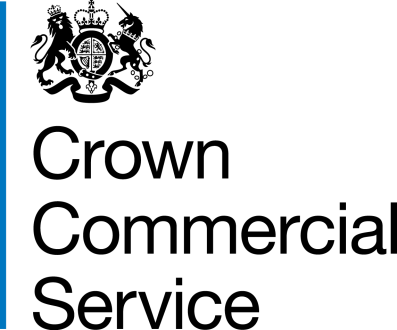
### Reporting

* 1. The Supplier shall provide the Buyer with reporting at the times and in the format required by the Buyer, including in relation to:
     1. Transaction Types and volumes (as set out where relevant in the Call-Off Contract);
     2. fault reporting analysis; and
     3. tamper evidence,

and such other details as the Buyer may request.

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**Core Terms**

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Core Terms

# Definitions used in the contract

* 1. Interpret this Contract using Joint Schedule 1 (Definitions).

# How the contract works

* 1. The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
  2. CCS doesn’t guarantee the Supplier any exclusivity, quantity or value of work under the Framework

Contract.

* 1. CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
  2. If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
* make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
* create new Call-Off Schedules
* exclude optional template Call-Off Schedules
* use Special Terms in the Order Form to add or change terms
  1. Each Call-Off Contract:
* is a separate Contract from the Framework Contract
* is between a Supplier and a Buyer
* includes Core Terms, Schedules and any other changes or items in the completed Order Form
* survives the termination of the Framework Contract
  1. Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won’t use this Framework Contract.
  2. The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
  3. The Supplier won’t be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
* verify the accuracy of the Due Diligence Information
* properly perform its own adequate checks
  1. CCS and the Buyer won’t be liable for errors, omissions or misrepresentation of any information.

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Core Terms

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

# What needs to be delivered

## All deliverables

* + 1. The Supplier must provide Deliverables:
       - that comply with the Specification, the Framework Tender Response and, in relation to a Call- Off Contract, the Call-Off Tender (if there is one)
       - to a professional standard
       - using reasonable skill and care
       - using Good Industry Practice
       - using its own policies, processes and internal quality control measures as long as they don’t

conflict with the Contract

* + - * on the dates agreed
      * that comply with Law
    1. The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

## Goods clauses

* + 1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
    2. All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
    3. The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
    4. Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
    5. The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
    6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer’s

working hours.

* + 1. The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
    2. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

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* + 1. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
    2. The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
    3. The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier’s reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
    4. The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer’s option and request) any Goods that the Buyer rejects because they don’t conform with Clause 3. If the Supplier doesn’t do this it will pay the Buyer’s costs including repair or re-supply by a third party.

## Services clauses

* + 1. Late Delivery of the Services will be a Default of a Call-Off Contract.
    2. The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
    3. The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
    4. The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
    5. The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer’s

operations, employees or other contractors.

* + 1. The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
    2. The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

# Pricing and payments

* 1. In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
  2. CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
  3. All Charges and the Management Charge:
     + exclude VAT, which is payable on provision of a valid VAT invoice

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* + - include all costs connected with the Supply of Deliverables
  1. The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
  2. A Supplier invoice is only valid if it:
     + includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
     + includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
     + doesn’t include any Management Charge (the Supplier must not charge the Buyer in any way

for the Management Charge)

* 1. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
  2. The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn’t happen, CCS or the Buyer can publish the details of the late payment or non-payment.
  3. If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:
     + require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
     + enter into a direct agreement with the Subcontractor or third party for the relevant item
  4. If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
  5. CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
     + the relevant item being made available to the Supplier if required to provide the Deliverables
     + any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges
  6. The Supplier has no right of set-off, counterclaim, discount or abatement unless they’re ordered to do

so by a court.

# The buyer’s obligations to the supplier

* 1. If Supplier Non-Performance arises from an Authority Cause:

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* neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
* the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
* the Supplier is entitled to additional time needed to make the Delivery
* the Supplier cannot suspend the ongoing supply of Deliverables
  1. Clause 5.1 only applies if the Supplier:
* gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
* demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
* mitigated the impact of the Authority Cause

# Record keeping and reporting

* 1. The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
  2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.
  3. The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.
  4. The Supplier must provide information to the Auditor and reasonable co-operation at their request.
  5. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
* tell the Relevant Authority and give reasons
* propose corrective action
* provide a deadline for completing the corrective action
  1. The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
* the methodology of the review
* the sampling techniques applied
* details of any issues
* any remedial action taken
  1. The Self Audit Certificate must be completed and signed by an auditor or senior member of the

Supplier’s management team that is qualified in either a relevant audit or financial discipline.

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# Supplier staff

* 1. The Supplier Staff involved in the performance of each Contract must:
* be appropriately trained and qualified
* be vetted using Good Industry Practice and the Security Policy
* comply with all conduct requirements when on the Buyer’s Premises
  1. Where a Buyer decides one of the Supplier’s Staff isn’t suitable to work on a contract, the Supplier

must replace them with a suitably qualified alternative.

* 1. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
  2. The Supplier must provide a list of Supplier Staff needing to access the Buyer’s Premises and say why access is required.
  3. The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

# Rights and protection

* 1. The Supplier warrants and represents that:
* it has full capacity and authority to enter into and to perform each Contract
* each Contract is executed by its authorised representative
* it is a legally valid and existing organisation incorporated in the place it was formed
* there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
* it maintains all necessary rights, authorisations, licences and consents to perform its obligations

under each Contract

* it doesn’t have any contractual obligations which are likely to have a material adverse effect on

its ability to perform each Contract

* it is not impacted by an Insolvency Event
* it will comply with each Call-Off Contract
  1. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
  2. The Supplier indemnifies both CCS and every Buyer against each of the following:
* wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
* non-payment by the Supplier of any tax or National Insurance

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* 1. All claims indemnified under this Contract must use Clause 26.
  2. CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
  3. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
  4. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer’s

benefit by the Supplier.

# Intellectual Property Rights (IPRs)

* 1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier’s Existing IPR to enable it to both:
* receive and use the Deliverables
* make use of the deliverables provided by a Replacement Supplier
  1. Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contr act Period.
  2. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
  3. Neither Party has the right to use the other Party’s IPRs, including any use of the other Party’s names,

logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

* 1. If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
  2. If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer’s sole option,

either:

* obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
* replace or modify the relevant item with substitutes that don’t infringe IPR without adversely

affecting the functionality or performance of the Deliverables

# Ending the contract

* 1. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

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* 1. The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

## Ending the contract without a reason

* + 1. CCS has the right to terminate the Framework Contract at any time without reason or liability by giving

the Supplier at least 30 days' notice and if it’s terminated Clause 10.5.2 to 10.5. 7 applies.

* + 1. Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by

giving the Supplier not less than 90 days' written notice and if it’s terminated Clause 10.5.2 to 10.5.7 applies.

## When CCS or the buyer can end a contract

* + 1. If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
       - there’s a Supplier Insolvency Event
       - there’s a Contract Default that is not corrected in line with an accepted Rectification Plan
       - the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
       - there’s any material Default of the Contract
       - there’s any material Default of any Joint Controller Agreement relating to any Contract;
       - there’s a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials)

(where applicable) relating to any Contract

* + - * there’s a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
      * there’s a Change of Control of the Supplier which isn’t pre-approved by the Relevant Authority in writing
      * there’s a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
      * if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or

57(2) of the Regulations at the time the Contract was awarded

* + - * the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
      * the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the

public trust in them

* + 1. CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.
    2. If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.
    3. When the Relevant Authority receives a requested Rectification Plan it can either:

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* + - * reject the Rectification Plan or revised Rectification Plan, giving reasons
      * accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties
    1. Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
       - must give reasonable grounds for its decision
       - may request that the Supplier provides a revised Rectification Plan within 5 Working Days
    2. If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

## What happens if the contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

* + 1. The Supplier is responsible for the Relevant Authority’s reasonable costs of procuring

Replacement Deliverables for the rest of the Contract Period.

* + 1. The Buyer’s payment obligations under the terminated Contract stop immediately.
    2. Accumulated rights of the Parties are not affected.
    3. The Supplier must promptly delete or return the Government Data except where required to retain copies by law.
    4. The Supplier must promptly return any of CCS or the Buyer’s property provided under the

terminated Contract.

* + 1. The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re- procurement (including to a Replacement Supplier).
    2. The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

## When the supplier can end the contract

* + 1. The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.
    2. If a Supplier terminates a Call-Off Contract under Clause 10.6.1:
       - the Buyer must promptly pay all outstanding Charges incurred to the Supplier
       - the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
       - Clauses 10.5.4 to 10.5.7 apply

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## When subcontracts can be ended

At the Buyer’s request, the Supplier must terminate any Subcontracts in any of the following events:

* there is a Change of Control of a Subcontractor which isn’t pre-approved by the Relevant Authority in writing
* the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
* a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

## Partially ending and suspending the contract

* + 1. Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.
    2. Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
    3. Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
    4. The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
    5. The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:
       - reject the Variation
       - increase the Charges, except where the right to partial termination is under Clause 10.3
    6. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

# How much you can be held responsible for

* 1. Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.
  2. Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form
  3. No Party is liable to the other for:

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* any indirect Losses
* Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)
  1. In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
* its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
* its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
* any liability that cannot be excluded or limited by Law
* its obligation to pay the required Management Charge or Default Management Charge
  1. In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
  2. Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
  3. When calculating the Supplier’s liability under Clause 11.1 or 11.2 the following items will not be taken

into consideration:

* Deductions
* any items specified in Clause 11.5
  1. If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

# Obeying the law

* 1. The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
  2. The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.
  3. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

# Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

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# Data protection

* 1. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
  2. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
  3. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
  4. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
  5. If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
  6. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
* tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
* restore the Government Data itself or using a third party
  1. The Supplier must pay each Party’s reasonable costs of complying with Clause 14. 6 unless CCS or the Buyer is at fault.
  2. The Supplier:
* must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
* must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
* must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
* securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
* indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

# What you must keep confidential

* 1. Each Party must:

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* keep all Confidential Information it receives confidential and secure
* not disclose, use or exploit the Disclosing Party’s Confidential Information without the

Disclosing Party's prior written consent, except for the purposes anticipated under the Contract

* immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information
  1. In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
* where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
* if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
* if the information was given to it by a third party without obligation of confidentiality
* if the information was in the public domain at the time of the disclosure
* if the information was independently developed without access to the Disclosing Party’s

Confidential Information

* to its auditors or for the purposes of regulatory requirements
* on a confidential basis, to its professional advisers on a need-to-know basis
* to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010
  1. The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need- to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
  2. CCS or the Buyer may disclose Confidential Information in any of the following cases:
* on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
* on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
* if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
* where requested by Parliament
* under Clauses 4.7 and 16
  1. For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
  2. Transparency Information is not Confidential Information.

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* 1. The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

# When you can share information

* 1. The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
  2. Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
* publish the Transparency Information
* comply with any Freedom of Information Act (FOIA) request
* comply with any Environmental Information Regulations (EIR) request
  1. The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority’s decision, which does not need to be reasonable.

# Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it’s valid or enforceable.

# No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

# Other people’s rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

# Circumstances beyond your control

* 1. Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:
* provides a Force Majeure Notice to the other Party
* uses all reasonable measures practical to reduce the impact of the Force Majeure Event
  1. Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

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* 1. Where a Party terminates under Clause 20.2:
* each party must cover its own Losses
* Clause 10.5.2 to 10.5.7 applies

# Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

# Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

# Transferring responsibilities

* 1. The Supplier can not assign a Contract without the Relevant Authority’s written consent.
  2. The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.
  3. When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
  4. The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
  5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
  6. If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
* their name
* the scope of their appointment
* the duration of their appointment

# Changing the contract

* 1. Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties
  2. The Supplier must provide an Impact Assessment either:
* with the Variation Form, where the Supplier requests the Variation
* within the time limits included in a Variation Form requested by CCS or the Buyer

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* 1. If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
* agree that the Contract continues without the Variation
* terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
* refer the Dispute to be resolved using Clause 34 (Resolving Disputes)
  1. CCS and the Buyer are not required to accept a Variation request made by the Supplier.
  2. If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
  3. If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
* that the Supplier has kept costs as low as possible, including in Subcontractor costs
* of how it has affected the Supplier’s costs
  1. Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

# How to communicate about the contract

* 1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they’re delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
  2. Notices to CCS must be sent to the CCS Authorised Representative’s address or email address in the

Framework Award Form.

* 1. Notices to the Buyer must be sent to the Buyer Authorised Representative’s address or email address

in the Order Form.

* 1. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

# Dealing with claims

* 1. If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
  2. At the Indemnifier’s cost the Beneficiary must both:

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* allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
* give the Indemnifier reasonable assistance with the claim if requested
  1. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
  2. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a

way that doesn’t damage the Beneficiary’s reputation.

* 1. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
  2. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
  3. If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
* the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
* the amount the Indemnifier paid the Beneficiary for the Claim

# Preventing fraud, bribery and corruption

* 1. The Supplier must not during any Contract Period:
* commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
* do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them
  1. The Supplier must during the Contract Period:
* create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
* keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
* if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

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* 1. The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses

27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

* been investigated or prosecuted for an alleged Prohibited Act
* been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
* received a request or demand for any undue financial or other advantage of any kind related to a Contract
* suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act
  1. If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
  2. In any notice the Supplier gives under Clause 27.4 it must specify the:
* Prohibited Act
* identity of the Party who it thinks has committed the Prohibited Act
* action it has decided to take

# Equality, diversity and human rights

* 1. The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:
* protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
* any other requirements and instructions which CCS or the Buyer reasonably imposes related to

equality Law

* 1. The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

# Health and safety

* 1. The Supplier must perform its obligations meeting the requirements of:
* all applicable Law regarding health and safety
* the Buyer’s current health and safety policy while at the Buyer’s Premises, as provided to the

Supplier

* 1. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents

or material hazards they’re aware of at the Buyer Premises that relate to the performance of a Contract.

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# Environment

* 1. When working on Site the Supplier must perform its obligations under the Buyer’s current

Environmental Policy, which the Buyer must provide.

* 1. The Supplier must ensure that Supplier Staff are aware of the Buyer’s Environmental Policy.

# Tax

* 1. The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.
  2. Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
* the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
* other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may

reasonably need

* 1. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
* comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
* indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff
  1. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
* the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
* the Worker’s contract may be terminated at the Buyer’s request if the Worker fails to provide

the information requested by the Buyer within the time specified by the Buyer

* the Worker’s contract may be terminated at the Buyer’s request if the Worker provides information which the Buyer considers isn’t good enough to demonstrate how it complies with

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Clause 31.3 or confirms that the Worker is not complying with those requirements

* the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

# Conflict of interest

* 1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
  2. The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
  3. CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

# Reporting a breach of the contract

* 1. As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
* Law
* Clause 12.1
* Clauses 27 to 32
  1. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

# Resolving disputes

* 1. If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
  2. If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
  3. Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
* determine the Dispute
* grant interim remedies
* grant any other provisional or protective relief
  1. The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally

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resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

* 1. The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
  2. The Supplier cannot suspend the performance of a Contract during any Dispute.

# Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.

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# Joint Schedule 5 (Corporate Social Responsibility)

### What we expect from our Suppliers

* 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/fi](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf) [le/646497/2017-09-](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

[13\_Official\_Sensitive\_Supplier\_Code\_of\_Conduct\_September\_2017.pdf )](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

* 1. 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.
  2. 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.

### Equality and Accessibility

* 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:
     1. eliminate discrimination, harassment or victimisation of any kind; and
     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.

### Modern Slavery, Child Labour and Inhumane Treatment

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

* 1. The Supplier:
     1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
     2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
     3. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
     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.
     5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
     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;
     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;
     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;
     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;
     10. shall not use or allow child or slave labour to be used by its Subcontractors;
     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.

### Income Security

* 1. The Supplier shall:
     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;
     2. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
     3. All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
     4. not make deductions from wages:
        1. as a disciplinary measure
        2. except where permitted by law; or
        3. without expressed permission of the worker concerned;
     5. record all disciplinary measures taken against Supplier Staff; and
     6. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

### Working Hours

* 1. The Supplier shall:
     1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
     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;
     3. ensure that use of overtime used responsibly, taking into account:
        1. the extent;
        2. frequency; and
        3. hours worked;

by individuals and by the Supplier Staff as a whole;

* 1. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
  2. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
     1. this is allowed by national law;
     2. this is allowed by a collective agreement freely negotiated with a workers’ organisation representing a significant portion of the workforce;

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

* + 1. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
  1. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

### Sustainability

* 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-](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs) [government-buying-standards-gbs](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs)

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Name:

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Signature: XXXXXX Redacted under FOIA section 40

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