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**Call-Off Schedules**

The Provision of FN4G Programme 22\_23

Contract Reference: CCTS22A72

Digital Outcomes and Specialists 5 (RM1043.7)

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# Call-Off Schedules

## Call-Off Schedule 1 (Transparency Reports)

### 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-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

Not applicable to this requirement.

## 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):

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **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; 4. compensation for less favourable treatment of part-time workers or fixed term employees; 5. outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions; 6. 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; |
| **Former Supplier** | a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any Part of the Deliverables) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor); |
| **Partial Termination** | the partial termination of the relevant Contract to the extent that it relates to the provision of any Part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract); |
| **Relevant Transfer** | a transfer of employment to which the Employment Regulations applies; |
| **Relevant Transfer Date** | in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate; |
| **Supplier's Final Supplier Personnel List** | a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date; |
| **Supplier's Provisional Supplier Personnel List** | a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant Part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier; |
| **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** | 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; and |
| **Transferring Former Supplier Employees** | in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date. |

### Interpretation

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

### Which parts of this Schedule apply

Only the:

* 1. parts of this Schedule identified in the Order Form shall apply to this Call-Off Contract; or
  2. following parts of this Schedule shall apply to this Call-Off Contract:

Part C (No Staff Transfer On Start Date)

Part E (Staff Transfer on Exit)

### 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, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
     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 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

1. the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
2. the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
   1. The indemnities in Paragraph 1.2 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 Subcontractor; or
      2. any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure
   2. The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
   3. If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

### 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 E: Staff Transfer on Exit

Obligations before a Staff Transfer

### 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 Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier’s Final Supplier Personnel List (insofar as such information has not previously been provided).
  2. The Buyer shall be permitted to use and disclose information provided by the Supplier under paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
  3. The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
  4. From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier’s Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):
     1. 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
     2. 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);
     3. not increase the proportion of working time spent on the Services (or the relevant Part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
     4. not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
     5. not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant Part of the Services);
     6. not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
     7. not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor;
     8. give the Buyer and/or the Replacement Supplier and/or Replacement Subcontractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Subcontractor in respect of persons expected to be Transferring Supplier Employees;
     9. co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
     10. promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
     11. not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Subcontractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
     12. not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
     13. fully fund any Broadly Comparable pension schemes set up by the Supplier;
     14. maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
     15. promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
     16. fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of the Services on the expiry or termination of this Contract.
  5. 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.
  6. The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
     1. 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.
  2. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
  3. 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).
  4. Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
  5. The indemnity in paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date.
  6. Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations then.
     1. the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
     2. the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor;
     3. if such offer of employment is accepted, the Replacement Supplier and/or Replacement Subcontractor shall immediately release the person from its employment;
     4. if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Subcontractor may within 5 Working Days give notice to terminate the employment of such person;

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

* 1. The indemnity in Paragraph 2.5 shall not apply to:
     1. any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or
     2. any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.
  2. The indemnity in Paragraph 2.5 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, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
  4. The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
  5. Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any 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 Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier’s Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

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## 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, 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.
  6. 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.
  7. 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.
  8. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
     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.
  9. 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.
  10. 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.
  11. 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.
  12. At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

## Call-Off Schedule 4 (Call Off Tender)

**[Redacted]**

## Call-Off Schedule 5 (Pricing Details and Expenses Policy)

### Call-Off Contract Charges

* 1. The Supplier shall provide:
     1. as part of the Further Competition Procedure, its pricing for the Deliverables in accordance with the Buyer’s Statement of Requirements.
     2. for each individual Statement of Work (SOW), the applicable Charges, calculated in accordance with the charging methods detailed in the Order Form and using all of the following:

1. the agreed rates for Supplier Staff and/or facilities (which are exclusive of any applicable expenses and VAT) incorporated into the Call-Off Contract;
2. the number of Work Days, or pro rata for every part of a Work Day (see Paragraph 1.2 of Framework Schedule 3 (Framework Pricing)), that Supplier Staff and/or facilities will be required to provide the Deliverables and to meet the tasks sets out in the SOW between the SOW Start Date and SOW End Date; and
3. except in the case of Lot 3 (User Research Studios), a contingency margin of up to 20% of the SOW value (“**Contingency** **Margin**”) applied to the sum calculated on the basis of (a) and (b), to accommodate any changes to the SOW Deliverables during the SOW Start Date and SOW End Date. The Supplier must (i) explain the reasons for its proposed use of, and (ii) obtain the Buyer’s Approval before applying, any amount of the Contingency Margin.
   1. Further to Paragraph 1.5 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

* a role description of each member of the Supplier Staff;
* a facilities description (if applicable);
* the agreed day rate for each Supplier Staff;
* any expenses charged for each Work Day for each Supplier Staff, which must be in accordance with the Buyer’s expenses policy (if applicable);
* the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
* the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.
  1. If a Capped or Fixed Price has been agreed for a particular SOW:
* the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
* the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.
  1. All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges: **As per the Bid Pack Attachment 3 Statement of Requirements, which will be inserted into Schedule 20 (Call Off Specification) on award of Contract.**

### Annex 1 (Expenses Policy)

No Supplier expenses will be covered by the buyer.

### Annex 2- Call Off Pricing Tables:

**[Redacted]**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
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|  | **Price Table B** |  |  |  |  |  |
| **[Redacted]** |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |

## 

## Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

### Definitions

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

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Buyer Property** | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract; |
| **Buyer 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 Deliverables; |
| **Buyer System** | the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables; |
| **Commercial off the shelf Software or COTS Software** | Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms; |
| **Defect** | 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 Deliverable to malfunction or to produce unintelligible or incorrect results; or 3. any failure of any 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 Deliverable from passing any Test required under this Call Off Contract; or 4. any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order 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 Deliverable from passing any Test required under this Contract; |
| **Emergency Maintenance** | ad hoc and unplanned maintenance provided 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; |
| **ICT Environment** | the Buyer System and the Supplier System; |
| **Licensed Software** | all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software; |
| **Maintenance Schedule** | has the meaning given to it in paragraph 8 of this Schedule; |
| **Malicious Software** | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| **New Release** | 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; |
| **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; |
| **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 are (or are to be) provided; or 2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or 3. where any part of the Supplier System is situated; |
| **Permitted Maintenance** | has the meaning given to it in paragraph 8.2 of this Schedule; |
| **Quality Plans** | has the meaning given to it in paragraph 6.1 of this Schedule; |
| **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** | Specially Written Software COTS Software and non-COTS Supplier and third party Software; |
| **Software Supporting Materials** | has the meaning given to it in paragraph 9.1 of this Schedule; |
| **Source Code** | 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** | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and |
| **Supplier System** | the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System). |

### When this Schedule should be used

* 1. This Schedule is designed to provide additional provisions on Intellectual Property Rights for the Digital Deliverables.

### Buyer 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 Contract and/or which the Supplier will require the benefit of for the provision of the 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 ICT Services;
     2. the actions needed to remedy each such unsuitable aspect; and
     3. a timetable for and the costs of those actions.
  3. The Supplier undertakes:
     1. and represents to the Buyer that Deliverables will meet the Buyer’s acceptance criteria as set out in each Statement of Work; and
     2. to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

### Licensed software warranty

* 1. 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 Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier’s obligations under this Contract including the receipt of 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 (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 Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
     5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the 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 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 Deliverables are provided to the standard required by this Contract.
  3. Following the approval of the Quality Plans, the Supplier shall provide 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 Deliverables in accordance with this 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 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 Deliverables to the reasonable satisfaction of the Buyer.

### ICT Audit

* 1. The Supplier shall allow any auditor 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 (which shall be known as **"Permitted Maintenance"**) in accordance with the Maintenance Schedule.
  3. The Supplier shall give as much notice as is reasonably practicable 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

* 1. **Assignments granted by the Supplier: Specially Written Software** 
     1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure 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"**).
     2. 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 9.1.2.2, 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.
     3. The Supplier shall promptly execute 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.
  2. **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
   * 1. 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 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 Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.
     2. 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 9.2.2. 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 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
     3. Where the Supplier is unable to provide a license to the Supplier’s Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
     4. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days’ notice in writing if there is an Authority Cause which constitutes a material Default 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.
   1. **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 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 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licencee to renew the license 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
   2. **Buyer’s right to assign/novate licences**
      1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (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 9.2.
   3. **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 Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).
   4. **Open Source Publication**
      1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) 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; and
         2. based on Open Standards (where applicable),

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

* + 1. The Supplier hereby warrants that the Specially Written Software and the New IPR:
       1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure 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;
       2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
       3. do not contain any material which would bring the Buyer into disrepute;
       4. can be published as Open Source without breaching the rights of any third party;
       5. will be supplied in a format suitable for publication as Open Source (**"the Open Source Publication Material"**) no later than the date notified by the Buyer to the Supplier; and
       6. do not contain any Malicious Software.
    2. 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), 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.
  1. **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 9.7.2 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 Buyer Data (whilst the Buyer Data was under the control of the Buyer).

### IPR asset management

* 1. The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:
     1. where the Supplier is working on the Buyer’s System, the Supplier shall comply with the Buyer’s IPR asset management approach and procedures.
     2. where the Supplier is working on the Supplier’s System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.

* 1. The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.
  2. The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.
  3. The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

## Call-Off Schedule 7 (Key Supplier Staff)

### Key Supplier Staff

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

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

**Definitions**

In this Schedule 9 (Security Management):

|  |  |
| --- | --- |
| “**Anti-virus Software**” | means software that:  protects the Supplier Information Management System from the possible introduction of Malicious Software;  scans for and identifies possible Malicious Software in the Supplier Information Management System;  if Malicious Software is detected in the Supplier Information Management System, so far as possible:  prevents the harmful effects of the Malicious Software; and  removes the Malicious Software from the Supplier Information Management System; |
| “**Breach of Security**” | means the occurrence of:   * + 1. any unauthorised access to or use of the Services, the Buyer Premises, the Sites, the Supplier Information Management System and/or any information or data used by the Buyer, the Supplier or any Sub-contractor in connection with this Agreement;   the loss (physical or otherwise) and/or unauthorised disclosure of any information or data, including copies of such information or data, used by the Buyer, the Supplier or any Sub-contractor in connection with this Agreement; and/or  any part of the Supplier Information Management System ceasing to be compliant with the Certification Requirements; |
| “**Buyer Data**” | means any:  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; or  Personal Data for which the Buyer is a, or the, Data Controller,  that is:   * + 1. supplied to the Supplier by or on behalf of the Buyer; or     2. that the Supplier generates, processes, stores or transmits under this Agreement. |
| “**Buyer Equipment**” | means any hardware, computer or telecoms devices, and equipment that forms part of the Buyer System; |
| “**Buyer System**” | means the information and communications technology system used by the Buyer to interface with the Supplier Information Management System or through which the Buyer receives the Services; |
| “**Certification Default**” | means the occurrence of one or more of the circumstances listed in Paragraph 6.4; |
| “**Certification Rectification Plan**” | means the plan referred to in Paragraph 6.5.1; |
| “**Certification Requirements**” | means the information security requirements set out in paragraph 6. |
| “**Cyber Essentials**” | means the Cyber Essentials certificate issued under the Cyber Essentials Scheme; |
| “**Cyber Essentials Plus**” | means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme; |
| “**Cyber Essentials Scheme**” | means the Cyber Essentials scheme operated by the National Cyber Security Centre; |
| “**End-user Device**” | means any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device used in the provision of the Services. |
| “**HMG Baseline Personnel Security Standard**” | means the employment controls applied to any individual member of the Supplier Personnel that performs any activity relating to the provision or management of the Services, as set out in “HMG Baseline Personnel Standard”, Version 6.0, May 2018 (<https://assets.publishing.service.gov.uk> /government/uploads/system/uploads/attachment\_data/file/714002/ HMG\_Baseline\_Personnel\_Security\_Standard\_-\_May\_2018.pdf), as that document is updated from time to time; |
| “**Malicious Software**” | means any software program or code intended to destroy, interfere with, corrupt, remove, transmit or cause undesired effects on program files, data or other information, executable code, applications, macros or configurations; |
| “**NCSC Cloud Security Principles**” | means the National Cyber Security Centre’s document “Implementing the Cloud Security Principles” as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/cloud-security/ implementing-the-cloud-security-principles. |
| “**NCSC Device Guidance**” | means the National Cyber Security Centre’s document “Device Security Guidance”, as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/device-security-guidance; |
| “**Privileged User**” | means a user with system administration access to the Supplier Information Management System, or substantially similar access privileges; |
| “**Process**” | means any operation performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of that data; |
| “**Prohibited Activity**” | means the storage, access or Processing of Buyer Data prohibited by a Prohibition Notice; |
| “**Prohibition Notice**” | means a notice issued under paragraph 1.3 of Annex 1. |
| “**Relevant Certifications**” | means those certifications specified in Paragraph 6.1; |
| “**Relevant Convictions**” | means any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences), driving offences, offences against property, drugs, alcohol, public order offences or any other offences relevant to Services as the Buyer may specify; |
| “**Security Management Plan**” | means the document prepared in accordance with the requirements of Paragraph 7 |
| “**Sites**” | means any premises:   * + 1. from or at which:   the Services are (or are to be) provided; or  the Supplier manages, organises or otherwise directs the provision or the use of the Services; or  where:  any part of the Supplier Information Management System is situated; or  any physical interface with the Buyer System takes place; |
| “**Standard Contractual Clauses**” | means the standard data protection clauses specified in Article 46 of the United Kingdom General Data Protection Regulation setting out the appropriate safeguards for the transmission of personal data outside the combined territories of the United Kingdom and the European Economic Area; |
| “**Supplier Information Management System**” | means:   * + 1. those parts of the information and communications technology system and the Sites that the Supplier or its Sub-contractors will use to provide the Services; and   the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources); |
| “**Sub-contractor Personnel**” | means:   * + 1. any individual engaged, directly or indirectly, or employed, by any Sub-contractor; and     2. engaged in or likely to be engaged in:        1. the performance or management of the Services;        2. or the provision of facilities or services that are necessary for the provision of the Services. |
| “**Supplier Personnel**” | means any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor in the management or performance of the Supplier’s obligations under this Agreement; |
| “**UKAS**” | means the United Kingdom Accreditation Service; |

**Introduction**

This Schedule 9 (Security Management) sets out:

the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Agreement to ensure the security of the Buyer Data, the Services and the Supplier Information Management System;

the assessment of this Agreement as either a:

Standard consultancy agreement; or

Higher-risk consultancy agreement,

in Paragraph 3;

the Buyer’s access to the Supplier Personnel and Supplier Information Management System, in Paragraph 4;

the Certification Requirements, in Paragraph 5;

the requirements for a Security Management Plan in the case of higher-risk consultancy agreements, in Paragraph 6;

the security requirements with which the Supplier must comply in Annex 1;

the security requirements applicable to Sub-contractors in Annex 1.

**Principles of Security**

The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Buyer Data and, consequently on the security of:

the Sites;

the Services; and

the Supplier’s Information Management System.

Notwithstanding the involvement of the Buyer in the assurance of the Supplier Information Management System, the Supplier remains responsible for:

the security, confidentiality, integrity and availability of the Buyer Data when that Buyer Data is under the control of the Supplier or any of its Sub-contractors; and

the security of the Supplier Information Management System.

The Supplier shall:

comply with the security requirements in Annex 1; and

ensure that each Sub-contractor that Processes Buyer Data complies with the Sub-contractor security requirements in Annex 2.

Where the Supplier, a Sub-contractor or any of the Supplier Personnel is granted access to the Buyer System or to the Buyer Equipment, it must comply with and ensure that all such Sub-contractors and Supplier Personnel comply with, all rules, policies and guidance provided to it and as updated from time to time concerning the Buyer System or the Buyer Equipment.

**Buyer Risk Assessment**

The Buyer has assessed this Agreement as

[Buyer to check as appropriate]

□ A standard consultancy agreement;

□ A higher-risk consultancy agreement.

**Access to Supplier Personnel and Supplier Information Management System**

The Buyer may require, and the Supplier must provide the Buyer and its authorised representatives with:

access to the Supplier Personnel;

access to the Information Management System to audit the Supplier and its Sub-contractors’ compliance with this Agreement; and

such other information and/or documentation that the Buyer or its authorised representatives may reasonably require,

to assist the Buyer to establish whether the arrangements which the Supplier and its Sub-contractors have implemented in order to ensure the security of the Buyer Data and the Supplier Information Management System are consistent with the representations in the Security Management Plan.

The Supplier must provide the access required by the Buyer in accordance with Paragraph 5.6 within [10] Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Buyer with the access that it requires within [24 hours] of receipt of such request.

**Certification Requirements**

The Supplier shall ensure that, unless otherwise agreed by the Buyer, it is certified as compliant with:

In the case of a standard consultancy agreement:

[Buyer to check as appropriate]

□ Cyber Essentials Plus;

□ Cyber Essentials; or

In the case of a higher-risk consultancy agreement:

ISO/IEC 27001:2013 by a UKAS-approved certification body in respect of the Supplier Information Management System, or the Supplier Information Management System is included within the scope of a wider certification of compliance with ISO/IEC 27001:2013; and

Cyber Essentials Plus (the “**Relevant Certifications**”).

Unless otherwise agreed by the Buyer, the Supplier must provide the Buyer with a copy of the Relevant Certifications before it begins to provide the Services.

The Supplier must ensure that at the time it begins to provide the Services, the Relevant Certifications are:

Currently in effect;

Relate to the full scope of the Supplier Information System; and

Are not subject to any condition that may impact the provision of the Services.

The Supplier must notify the Buyer promptly, any in any event within three (3) Working Days of becoming aware that:

A Relevant Certification has been revoked or cancelled by the body that awarded it;

A Relevant Certification expired and has not been renewed by the Supplier;

A Relevant Certification no longer applies to the full scope of the Supplier Information Management System or

The body that awarded a Relevant Certification has made it subject to conditions, the compliance with which may impact the provision of the Services (each a “**Certification Default**”)

Where the Supplier has notified the Buyer of a Certification Default under Paragraph 6.4:

the Supplier must, within 10 working Days of the date in which the Supplier provided notice under Paragraph 6.4 (or such other period as the Parties may agree) provide a draft plan (a “**Certification Rectification Plan**”) to the Supplier setting out:

full details of the Certification Default, including a root cause analysis;

the actual and anticipated effects of the Certification Default;

the steps the Supplier will take to remedy the Certification Default;

the Buyer must notify the Supplier as soon as reasonably practicable whether it accepts or rejects the Certification Rectification Plan;

If the Buyer rejects the Certification Rectification Plan, the Buyer must within 5 Working Days of the date of the rejection submit a revised Certification Rectification Plan and Paragraph 3.4.2 will apply to the re-submitted plan;

The rejection by the Buyer of a revised Certification Rectification Plan is a material Default of this Agreement;

If the Buyer accepts the Certification Rectification Plan, the Supplier must start work immediately on the plan.

**Security Management Plan**

*Preparation of Security Management Plan*

This Paragraph 6 applies only where the Buyer has assessed that this Agreement is a higher-risk consultancy agreement.

The Supplier shall document in the Security Management Plan how the Supplier and its Sub-contractors shall comply with the requirements set out in this Schedule 9 (Security Management) and the Agreement in order to ensure the security of the Buyer Data and the Supplier Information Management System.

The Supplier shall prepare and submit to the Buyer within [20] Working Days of the date of this Call-Off Contract, the Security Management Plan, which must include:

an assessment of the Supplier Information Management System against the requirements of this Schedule 9 (Security Management), including the Annexes;

the process the Supplier will implement immediately after it becomes aware of a Breach of Security to restore normal operations as quickly as possible, minimising any adverse impact on the Buyer Data, the Buyer, the Services and/or users of the Services; and

the following information in respect of each Sub-contractor:

the Sub-contractor’s:

Legal name;

Trading name (if any);

Registration details (where the Sub-contractor is not an individual);

the Sites used by the Sub-contractor;

the Buyer Data Processed by the Sub-contractor;

the Processing that the Sub-contractor will undertake in respect of the Buyer Data;

the measures the Sub-contractor has in place to comply with the requirements of this Schedule 9 (Security Management).

The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and must issue the Supplier with either:

an information security approval statement, which shall confirm that the Supplier may use the Supplier Information Management System to Process Buyer Data; or

a rejection notice, which shall set out the Buyer's reasons for rejecting the Security Management Plan.

If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier must prepare a revised Security Management Plan taking the Buyer's reasons into account, which the Supplier must submit to the Buyer for review within [10] Working Days of the date of the rejection, or such other period agreed with the Buyer.

*Updating Security Management Plan*

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

*Monitoring*

The Supplier shall notify the Buyer within [2] Working Days after becoming aware of:

a significant change to the components or architecture of the Supplier Information Management System;

a new risk to the components or architecture of the Supplier Information Management System;

a vulnerability to the components or architecture of the Supplier Information Management System using an industry standard vulnerability scoring mechanism;

a change in the threat profile;

a significant change to any risk component;

a significant change in the quantity of Personal Data held within the Service;

a proposal to change any of the Sites from which any part of the Services are provided; and/or

an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.

Within [10] Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Security Management Plan and submit the updated Security Management Plan to the Buyer for review and approval.

**Annex 1: Security Requirements**

1. **Location**

Unless otherwise agreed with the Buyer, the Supplier must, and must ensure that its Sub-contractors must, at all times, store, access or process Buyer Data either:

In the United Kingdom;

The European Economic Area; or

In a facility operated by an entity where:

The entity has entered into a binding agreement with the Supplier or Sub-contractor (as applicable) containing the Standard Contractual Clauses;

The Supplier or Sub-contractor has taken reasonable steps to assure itself that the entity complies with the Standard Contractual Clauses;

The Supplier has provided the Buyer with such information as the Buyer requires concerning:

The entity;

The arrangements with the entity; and

The entity’s compliance with the Standard Contractual Clauses; and

The Buyer has not given the Supplier a Prohibition Notice under paragraph 1.3.

Where the Supplier cannot comply with one or more of the requirements of paragraph 1.1:

it must provide the Buyer with such information as the Buyer requests concerning the security controls in places at the relevant location or locations; and

the Buyer may grant approval to use that location or those locations, and that approval may include conditions; and

if the Buyer does not grant permission to use that location or those locations, the Supplier must cease to store, access or process Buyer Data at that location or those locations within such period as the Buyer may specify.

The Buyer may by notice in writing at any time give notice to the Supplier that it and its Sub-contractors must not undertake or permit to be undertaken, the storage, access or Processing Buyer Data as specified in the notice (a “**Prohibited Activity**”).

in any particular country or group of countries;

in or using facilities operated by any particular entity or group of entities; or

in or using any particular facility or group of facilities, whether operated by the Supplier, a Sub-contractor or a third-party entity (a “**Prohibition Notice**”).

Where the Supplier or Sub-contractor, on the date of the Prohibition Notice undertakes any Relevant Activities affected by the notice, the Supplier must, and must procure that Sub-contractors, cease to undertake that Prohibited Activity within 40 Working Days of the date of the Prohibition Notice.

**Vetting, Training and Staff Access**

*Vetting before performing or managing Services*

The Supplier must not engage Supplier Personnel, and must ensure that Sub-contractors do not engage Sub-contractor Personnel, in any activity relating to the performance and management of the Services unless:

That individual has passed the security checks listed in paragraph 2.2; or

The Buyer has given prior written permission for a named individual to perform a specific role.

For the purposes of paragraph 2.1, the security checks are:

The checks required for the HMG Baseline Personnel Security Standard (BPSS) to verify:

The individual’s identity;

The individual’s nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom;

The individual’s previous employment history; and

That the individual has no Relevant Convictions;

National security vetting clearance to the level specified by the Buyer for such individuals or such roles as the Buyer may specify; or

Such other checks for the Supplier Personnel of Sub-contractors as the Buyer may specify.

*Annual training*

The Supplier must ensure, and ensure that Sub-contractors ensure, that all Supplier Personnel, complete and pass security training at least once every calendar year that covers:

General training concerning security and data handling; and

Phishing, including the dangers from ransomware and other malware;

*Staff access*

The Supplier must ensure, and ensure that Sub-contractors ensure, that individual Supplier Personnel can access only the Buyer Data necessary to allow individuals to perform their role and fulfil their responsibilities in the provision of the Services.

The Supplier must ensure, and ensure that Sub-contractors ensure, that where individual Supplier Personnel no longer require access to the Buyer Data or any part of the Buyer Data, their access to the Buyer Data or that part of the Buyer Data is revoked immediately when their requirement to access Buyer Data ceases.

Where requested by the Buyer, the Supplier must remove, and must ensure that Sub-contractors remove, an individual Supplier Personnel’s access to the Buyer Data or part of that Buyer Data specified by the Buyer as soon as practicable and in any event within 24 hours of the request.

*Exception for certain Sub-contractors*

Where the Supplier considers it cannot ensure that a Sub-contractors will undertake the relevant security checks on any Sub-contractor Personnel, it must:

As soon as practicable, and in any event within [20] Working Days of becoming aware of the issue, notify the Buyer;

Provide such information relating to the Sub-contractor, its vetting processes and the roles the affected Supplier Personnel will perform as the Buyer reasonably requires; and

Comply, at the Supplier’s cost, with all directions the Buyer may provide concerning the vetting of the affected Sub-contractor Personnel and the management of the Sub-contractor.

**Security Testing**

This paragraph applies only where the Buyer has assessed that this Agreement is a higher-risk consultancy agreement.

**Note**: the definition of Supplier Information Management System includes those information and communications technology systems that Sub-contractors will use to assist or contribute to the Supplier providing the Services.

The Supplier must, at the Buyer’s option, before providing the Services and when reasonably requested by the Buyer, either:

Conduct security testing of the Supplier Information Management System by:

engaging a CHECK Service Provider or a CREST Service Provider;

designing and implementing the testing so as to minimise its impact on the Supplier Information Management System and the delivery of the Services; and

providing the Buyer with a full, unedited and unredacted copy of the testing report without delay and in any event within 10 Working Days of its receipt by the Supplier; or

Provide details of any security testing undertaken by a CHECK Service Provider or a CREST Service Provider in respect of the Supplier Information Management System in the calendar year immediately preceding the Buyer’s request or the Effective Date (as appropriate), including:

the parts of the Supplier Information Management System tested;

a full, unedited and unredacted copy of the testing report; and

the remediation plan prepared by the Supplier to address any vulnerabilities disclosed by the security testing; and

the Supplier’s progress in implementing that remediation plan.

The Supplier must remediate any vulnerabilities classified as “medium” or above in the security testing:

before Processing Buyer data where the vulnerability is discovered before the Supplier begins to process Authority Data;

where the vulnerability is discovered when the Supplier has begun to Process Buyer Data:

by the date agreed with the Buyer; or

where no such agreement is reached:

within 5 Working Days of becoming aware of the vulnerability and its classification where the vulnerability is classified as critical;

within 1 month of becoming aware of the vulnerability and its classification where the vulnerability is classified as high; and

within 3 months of becoming aware of the vulnerability and its classification where the vulnerability is classified as medium.

**End-user Devices**

The Supplier must manage, and must ensure that all Sub-contractors manage, all End-user Devices on which Buyer Data is stored or processed in accordance the following requirements:

the operating system and any applications that store, process or have access to Buyer Data must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;

users must authenticate before gaining access;

all Buyer Data must be encrypted using a encryption tool agreed to by the Buyer;

the End-under Device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the End-user Device is inactive;

the End-User Device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Buyer Data;

the Suppler or Sub-contractor, as applicable, can, without physical access to the End-user Device, remove or make inaccessible all Buyer Data on the device and prevent any user or group of users from accessing the device;

all End-user Devices are within in the scope of any current Cyber Essentials Plus certificate held by the Supplier, or any ISO/IEC 27001:2013 certification issued by a UKAS-approved certification body, where the scope of that certification includes the Services.

The Supplier must comply, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance as if those recommendations were incorporated as specific obligations under this Agreement.

Where there any conflict between the requirements of this Schedule [x] (Security Management) and the requirements of the NCSC Device Guidance, the requirements of this Schedule will take precedence.

**Encryption**

Unless paragraph 5.2 applies, the Supplier must ensure, and must ensure that all Sub-contractors ensure, that Buyer Data is encrypted:

When stored at any time when no operation is being performed on it; and

When transmitted.

Where the Supplier, or a Sub-contractor, cannot encrypt Buyer Data as required by paragraph 5.1, the Supplier must:

immediately inform the Buyer of the subset or subsets of Buyer Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;

provide details of the protective measures the Supplier or Sub-contractor (as applicable) proposes to take to provide equivalent protection to the Buyer as encryption;

provide the Buyer with such information relating to the Buyer Data concerned, the reasons why that Buyer Data cannot be encrypted and the proposed protective measures as the Buyer may require.

The Buyer, the Supplier and, where the Buyer requires, any relevant Sub-contractor shall meet to agree appropriate protective measures for the unencrypted Buyer Data.

This paragraph applies where the Buyer has assessed that this Agreement is a higher-risk consultancy agreement.

Where the Buyer and Supplier reach agreement, the Supplier must update the Security Management Plan to include:

The subset or subsets of Buyer Data not encrypted and the circumstances in which that will occur;

The protective measure that the Supplier and/or Sub-contractor will put in please in respect of the unencrypted Buyer Data.

Where the Buyer and Supplier do not reach agreement within 40 Working Days of the date on which the Supplier first notified the Buyer that it could not encrypt certain Buyer Data, either party may refer the matter to be determined by an expert in accordance with the Dispute Resolution Procedure.

**Access Control**

The Supplier must, and must ensure that all Sub-contractors:

identify and authenticate all persons who access the Supplier Information Management System and Sites before they do so;

require multi-factor authentication for all user accounts that have access to Buyer Data or that are Privileged Users;

allow access only to those parts of the Supplier Information Management System and Sites that those persons require;

maintain records detailing each person’s access to the Supplier Information Management System and Sites, and make those records available to the Buyer on request.

The Supplier must ensure, and must ensure that all Sub-contractors ensure, that the user accounts for Privileged Users of the Supplier Information Management System:

are accessible only from dedicated End-user Devices;

are configured so that those accounts can only be use for system administration tasks;

require passwords with high complexity that are changed regularly;

automatically log the user out of the Supplier Information Management System after a period of time that is proportionate to the risk environment during which the account is inactive.

The Supplier must require, and must ensure that all Sub-contractors require, that Privileged Users use unique and substantially different passwords for their different accounts on the Supplier Information Management System.

The Supplier must, and must ensure that all Sub-contractors:

configure any hardware that forms part of the Supplier Information Management System that is capable of requiring a password before it is accessed to require a password; and

change the default password of that hardware to a password of high complexity that is substantially different from the password required to access similar hardware.

**Malicious Software**

The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier Information Management System.

The Supplier shall ensure that such Anti-virus Software:

is configured to perform automatic software and definition updates;

performs regular scans of the Supplier Information Management System to check for and prevent the introduction of Malicious Software; and

where Malicious Software has been introduced into the Supplier Information Management System, identifies, contains the spread of, and minimises the impact of Malicious Software.

If Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.

Any cost arising out of the actions of the parties taken in compliance with the provisions of Paragraph 7.3 shall be borne by the parties as follows:

by the Supplier where the Malicious Software originates from the Supplier Software, any third-party software licenced by the Supplier or the Buyer Data (whilst the Buyer 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

by the Buyer, in any other circumstance.

**Breach of Security**

If either party becomes aware of a Breach of Security it shall notify the other as soon as reasonably practicable after becoming aware of the breach, and in any event within [24] hours..

The Supplier must, upon becoming aware of a Breach of Security or attempted Breach of Security immediately take those steps identified in the Security Management Plan (if applicable) and all other reasonably steps necessary to:

minimise the extent of actual or potential harm caused by such Breach of Security;

remedy such Breach of Security to the extent possible;

apply a tested mitigation against any such Breach of Security; and

prevent a further Breach of Security in the future which exploits the same root cause failure;

As soon as reasonably practicable and, in any event, within 5 Working Days, or such other period agreed with the Buyer, following the Breach of Security or attempted Breach of Security, provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

The Supplier must take the steps required by paragraph 8.2 at its own cost and expense.

**Sub-contractors**

The Supplier must assess the parts of the information and communications technology system and the Sites that its Sub-contractors will use to provide the Services against the NCSC Cloud Security Principles at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. The Sub-contractor must document that assessment and make that documentation available to the Buyer at the Buyer’s request.

**Third-party Software**

The Supplier must not, and must ensure that Sub-contractors do not, use any software to Process Buyer Data where the licence terms of that software purport to grant the licensor rights to Progress the Buyer Data greater than those rights strictly necessary for the use of the software.

**Deletion of Buyer Data**

The Supplier must, and must ensure that all Sub-contractors, securely erase any or all Buyer Data held by the Supplier or Sub-contractor when requested to do so by the Buyer and using a deletion method agreed by the Buyer.

## 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):

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **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 of this Schedule; |
| **Exit Manager** | the person appointed by each Party to manage their respective obligations under this Schedule; |
| **Exit Plan** | the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule; |
| **Net Book Value** | the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice); |
| **Non- Exclusive Assets** | those Supplier Assets used by the Supplier [**or a Key Subcontractor**] in connection with the Deliverables but which are also used by the Supplier [**or Key Subcontractor**] for other purposes; |
| **Registers** | the register and configuration database referred to in Paragraph 2.2 of this Schedule; |
| **Replacement Goods** | any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| **Replacement Services** | 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 other assistance required by the Buyer pursuant to the Termination Assistance Notice; |
| **Termination Assistance Notice** | has the meaning given to it in Paragraph 5.1 of this Schedule; |
| **Termination Assistance Period** | the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 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 of this Schedule; and |
| **Transferring Contracts** | has the meaning given to it in Paragraph 8.2.3 of this Schedule. |

### Supplier must always be prepared for Contract exit and SOW exit

* 1. The Supplier shall within 30 days from the Call-Off Contract 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 which will be stored in the Deliverables IPR asset management system which includes all Document and Source Code repositories.

("**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 Call-Off Contract Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of each SOW and 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 whether this is in relation to one or more SOWs or the Call-Off Contract. (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 one (1) month after the Start Date, deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Paragraph 4.3 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, 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 (this may require modification to SOW Exit Plan provisions to be updated and incorporated as part of the SOW;
     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. prior to each SOW and no less than every one **(1) month** 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
   * 1. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
   1. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
   2. 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, in the case of the Call-Off Contract and each SOW (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 initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
  2. The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
     1. no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
     2. the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
  3. 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.
  4. 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, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI’s) or Service Levels or KPIs, the provision of the Management Information or any other reports or 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 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 or KPIs, the Parties shall vary the relevant Service Levels and/or the KPIs 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;
     3. provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

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 Transferring 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 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

### 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 13 (Implementation Plan and Testing)

### Part A: Implementation

### Definitions

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

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Delay** | 1. a delay in the Achievement of a Milestone by its Milestone Date; or 2. a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan; |
| **Deliverable Item** | an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan; |
| **Milestone Payment** | a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone; and |
| **Implementation Period** | has the meaning given to it in Paragraph 7.1. |

### Agreeing and following the implementation Plan

* 1. A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan within 21 calendar days after the Call-Off Contract Start Date.
  2. The draft Implementation Plan:
     1. must contain information at the level of detail necessary to manage the implementation stage effectively for the whole Call-Off Contract and each Statement of Work issued under it for the supply of Deliverables and as the Buyer may otherwise require; and
     2. it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
  3. Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
  4. The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.
  5. The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
  6. The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW,

### Reviewing and changing the Implementation Plan

* 1. Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer’s instructions and ensure that it is updated on a regular basis.
  2. The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
  3. Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.
  4. Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.

### Security requirements before the Start Date

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

### What to do if there is a Delay

* 1. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
     1. notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
     2. include in its notification an explanation of the actual or anticipated impact of the Delay;
     3. comply with the Buyer’s instructions in order to address the impact of the Delay or anticipated Delay; and
     4. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

### Compensation for a Delay

* 1. If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
     1. the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to Achieve the corresponding Milestone;
     2. Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier’s failure to Achieve a Milestone by its Milestone Date except where:

1. the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
2. the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
   * 1. the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
     2. no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
     3. Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

### Implementation Plan

* 1. The Implementation Period will be a [six (6)] Month period for the Call-Off Contract and for the duration of each SOW.
  2. During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer in each SOW. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
  3. In accordance with the Implementation Plan, the Supplier shall:
     1. work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
     2. work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
     3. liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
     4. produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
  4. The Implementation Plan will include detail stating:
     1. how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
     2. a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
  5. In addition, the Supplier shall:
     1. appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
     2. mobilise all the Services specified in the Specification within the Call-Off Contract and each SOW;
     3. produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:

1. the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
2. the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
   * 1. manage and report progress against the Implementation Plan both at a Call-Off Contract level (which shall include an update on costings) and SOW level;
     2. construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
     3. attend progress meetings (frequency of such meetings shall be as set out in the Order Form and each SOW) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
     4. ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

#### Annex 1: Implementation Plan

Following the contract start date, the customer will have a kickoff meeting with the supplier. There are a number of different areas of work that are related which will need to be discussed and structured into a plan. Therefore, an implementation plan will be drawn up following the contract start date.

**Part B - Testing**

## 1. Definitions

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

|  |  |
| --- | --- |
| **"Component"** | any constituent parts of the Deliverables; |
| **"Material Test**  **Issue"** | a Test Issue of Severity Level 1 or Severity Level 2; |
| **"Satisfaction**  **Certificate"** | a certificate materially in the form of  the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria; |
| **"Severity Level"** | the level of severity of a Test Issue,  the criteria for which are described in Annex 1; |
| **"Test Issue Management Log"** | a log for the recording of Test Issues  as described further in Paragraph 8.1 of this Schedule; |
| **"Test Issue**  **Threshold"** | in relation to the Tests applicable to a  Milestone, a maximum number of  Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan; |
| **"Test Reports"** | the reports to be produced by the Supplier setting out the results of Tests; |
| **"Test**  **Specification"** | the specification that sets out how  Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule; |
| **"Test Strategy"** | a strategy for the conduct of Testing  as described further in Paragraph 3.2 of this Schedule; |
| **"Test Success**  **Criteria"** | in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule; |
| **"Test Witness"** | any person appointed by the Buyer |

pursuant to Paragraph 9 of this Schedule; and

**"Testing**  the applicable testing procedures and

**Procedures"** Test Success Criteria set out in this

Schedule.

## 2. How testing should work

 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.

 The Supplier shall not submit any Deliverable for Testing:

 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;

 until the Buyer has issued a Satisfaction Certificate in respect

of any prior, dependant Deliverable(s); and

 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.

 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

## 3. Planning for testing

 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.

 The final Test Strategy shall include:

 an overview of how Testing will be conducted in relation to the

Implementation Plan;  the process to be used to capture and record Test results and the categorisation of Test Issues;

 the procedure to be followed should a Deliverable fail a Test,

fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;

 the procedure to be followed to sign off each Test;  the process for the production and maintenance of Test

Reports and a sample plan for the resolution of Test Issues;

 the names and contact details of the Buyer and the Supplier's

Test representatives;  a high level identification of the resources required for Testing

including Buyer and/or third party involvement in the conduct of the Tests;

 the technical environments required to support the Tests; and  the procedure for managing the configuration of the Test

environments.

## 4. Preparing for Testing

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

 Each Test Plan shall include as a minimum:

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

 a detailed procedure for the Tests to be carried out.

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

## 5. Passing Testing

 The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.

## 6. How Deliverables will be tested

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

 Each Test Specification shall include as a minimum:

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

 a plan to make the resources available for Testing;

 Test scripts;

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

 expected Test results, including:

 a mechanism to be used to capture and record Test

results; and

 a method to process the Test results to establish their content.

## 7. Performing the tests

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

 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.

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

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

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

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

 the final Test Report within 5 Working Days of completion of Testing.

 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

 an overview of the Testing conducted;

 identification of the relevant Test Success Criteria that

have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;

 the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;

 the Test Success Criteria that were satisfied, not satisfied or

which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with

Paragraph 8.1; and  the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

 When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.

 Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.

 If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

## 8. Discovering Problems

 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in

Annex 1 and the Test Issue Management Log maintained by the

Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.

 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Buyer upon request.

 The Buyer shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved

Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

## 9. Test witnessing

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

 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.

 The Test Witnesses:

 shall actively review the Test documentation;  will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;

 shall not be involved in the execution of any Test;  shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;

 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;

 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

 may require the Supplier to demonstrate the modifications made to

any defective Deliverable before a Test Issue is closed.

## 10. Auditing the quality of the test

 The Buyer or an agent or contractor appointed by the Buyer may perform on-going quality audits in respect of any part of the Testing (each a "**Testing Quality Audit**") subject to the provisions set out in the agreed Quality Plan.

 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

 The Buyer will give the Supplier at least 5 Working Days' written notice of the Buyer’s intention to undertake a Testing Quality Audit.

 The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Buyer to enable it to carry out the Testing Quality Audit.

 If the Testing Quality Audit gives the Buyer concern in respect of the Testing Procedures or any Test, the Buyer shall prepare a written report for the Supplier detailing its concerns and the Supplier shall, within a reasonable timeframe, respond in writing to the Buyer’s report.

 In the event of an inadequate response to the written report from the

Supplier, the Buyer (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Buyer.

## 11. Outcome of the testing

 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:

 the Buyer may issue a Satisfaction Certificate conditional upon

the remediation of the Test Issues;

 the Buyer may extend the Test Plan by such reasonable

period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or

 where the failure to satisfy the Test Success Criteria results, or

is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer’s other rights and remedies, such failure shall constitute a material Default*.*

 The Buyer shall be entitled, without prejudice to any other rights and

remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:  the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be

Tested; and  performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.

 The grant of a Satisfaction Certificate shall entitle the Supplier to the

receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).

 If a Milestone is not Achieved, the Buyer shall promptly issue a report

to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.

 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.

 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer’s other rights and remedies, such failure shall constitute a material Default.

 If there are Test Issues which exceed the Test Issues Threshold but

there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:

 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working

Days of receipt of the Buyer’s report pursuant to Paragraph 10.5); and  where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

## 12. Risk

 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:

 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer’s requirements for that Deliverable or Milestone; or

 affect the Buyer’s right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

# Annex 1: Test Issues – Severity Levels

## 1. Severity 1 Error

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

## 2. Severity 2 Error

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

 causes a Component to become unusable;  causes a lack of functionality, or unexpected functionality, that

has an impact on the current Test; or

 has an adverse impact on any other Component(s) or any

other area of the Deliverables;

## 3. Severity 3 Error

 This is an error which:

 causes a Component to become unusable;  causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or

 has an impact on any other Component(s) or any other area of

the Deliverables;

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

## 4. Severity 4 Error

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

## 5. Severity 5 Error

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

### Annex 2: Satisfaction Certificate

To: **[insert name of Supplier]**

From: **[insert name of Buyer]**

**[insert Date TBC]**

Dear Sirs,

**Satisfaction Certificate**

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

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

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

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

**[OR]**

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

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

Yours faithfully

**[insert Name]**

**[insert Position]**

acting on behalf of **[insert name of Buyer]**

**Call-Off Schedule 14 (Service Levels)**

**1. Definitions**

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

**"Service Credits"**  any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;

**"Service Credit**  has the meaning given to it in the Order Form; **Cap"**

**"Service Level**  means a failure to meet the Service Level

**Failure"** Performance Measure in respect of a Service Level;

**"Service Level**  shall be as set out against the relevant Service

**Performance** Level in the Annex to Part A of this Schedule; and **Measure"**

**"Service Level**  shall be as set out against the relevant Service **Threshold"** Level in the Annex to Part A of this Schedule.

**2. What happens if you don’t meet the Service Levels**

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to meet any Service Level Performance Measure.

2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 A Service Credit shall be the Buyer’s exclusive financial remedy for a Service Level Failure except where:

2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 the Service Level Failure:

1. exceeds the relevant Service Level Threshold;
2. has arisen due to a Prohibited Act or wilful Default by the Supplier;
3. results in the corruption or loss of any Government Data; and/or
4. results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months’ notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

* + 1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
    2. the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
    3. there is no change to the Service Credit Cap.

**3. Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that

Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

**Part A: Service Levels and Service Credits**

**1. Service Levels**

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or 1.2 is likely to cause or causes a Critical Service Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.2.1 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 or Critical Service Level Failure from taking place or recurring;

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

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

**2. Service Credits**

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

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

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

[Guidance Note: The following are included by way of example only.

Procurement-specific Service Levels should be incorporated Service levels can be agreed for each statement of work and this section will be updated by the contracting authority].

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Service Levels | |  |  | Service Credit for each Service Period |
| Service  Level  Performance  Criterion | Key  Indicator | Service Level  Performance  Measure | Service  Level  Threshold |
| [Accurate and timely billing of  Buyer | Accuracy  /Timelines | at least 98% at all times | [ ] | 0.5% Service  Credit gained for each percentage under the specified Service Level  Performance  Measure |
| Access to Buyer support | Availability | at least 98% at all times | [ ] | 0.5% Service  Credit gained for each percentage under the specified Service Level  Performance  Measure |

The Service Credits shall be calculated on the basis of the following formula:

[Example:

|  |  |  |
| --- | --- | --- |
| Formula: x% (Service Level  Performance Measure) - x% (actual Service Level performance) | = | x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer |
| Worked example: 98% (e.g. | = | 23% of the Charges payable to the |

Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)

Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]

**Part B: Performance Monitoring**

**3. Performance Monitoring and Performance Review**

3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

3.2.3 details of any Critical Service Level Failures;

3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

3.2.6 such other details as the Buyer may reasonably require from time to time.

3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The

Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

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

3.3.2 be attended by the Supplier's Representative and the Buyer’s Representative; and

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

3.4 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.

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

**4. Satisfaction Surveys**

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

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

## 1. Definitions

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

**"Operational** the board established in accordance with paragraph

**Board"** 2.1 of this Schedule;

**"Project Manager"** the manager appointed in accordance with paragraph 2.1 of this Schedule;

## 2. Project Management

2.1 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.

2.2 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.

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

## 3. Role of the Supplier Contract Manager

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

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

3.1.2 able to delegate his position to another person at the Supplier but

must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

* + 1. able to cancel any delegation and recommence the position himself; and

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

3.2 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.

3.3 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.

## 4. Role of the Operational Board

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 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.

## 5. Contract Risk Management

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

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

5.2.1 the identification and management of risks; 5.2.2 the identification and management of issues; and

5.2.3 monitoring and controlling project plans.

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

5.4 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:

TBC in contract.

**Call-Off Schedule 16 (Benchmarking)**

# 1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

|  |  |
| --- | --- |
| **"Benchmark Review"** | a review of the Deliverables carried out in  accordance with this Schedule to determine whether those Deliverables represent Good Value; |
| **"Benchmarked**  **Deliverables"** | any Deliverables included within the scope  of a Benchmark Review pursuant to this Schedule; |
| **"Comparable Rates"** | the Charges for Comparable Deliverables; |
| **"Comparable Deliverables"** | deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark; |
| **"Comparison Group"** | a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations; |
| **"Equivalent Data"** | data derived from an analysis of the  Comparable Rates and/or the Comparable  Deliverables (as applicable) provided by the  Comparison Group; |
| **"Good Value"** | that the Benchmarked Rates are within the Upper Quartile; and |
| **"Upper Quartile"** | in respect of Benchmarked Rates, that  based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable  Deliverables, are within the top 25% in terms |

of best value for money for the recipients of Comparable Deliverables.

1. **When you should use this Schedule** 
   1. The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
   2. This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
   3. Amounts payable under this Schedule shall not fall with the definition of a Cost.
2. **Benchmarking**

## 3.1 How benchmarking works

3.1.1 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.

3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.

3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract

Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.

3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.

3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.

3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.

3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the

Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

## 3.2 Benchmarking Process

3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include: (a) a proposed cost and timetable for the Benchmark Review; (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and

(c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

1. finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

 market intelligence;

 the benchmarker’s own data and experience;

 relevant published information; and

 pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

1. by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
2. using the Equivalent Data, calculate the Upper Quartile; (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

1. the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
2. exchange rates;
3. any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

## 3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule **"Benchmarking Report"** shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

1. include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
2. if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
3. include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

# Call-Off Schedule 18 (Background Checks)

1. **When you should use this Schedule**

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

1. **Definitions**

**“Relevant Conviction”** means any conviction listed in Annex 1 to this Schedule.

1. **Relevant Convictions**

3.1.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.1.2 Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant SubContractor must):

* 1. carry out a check with the records held by the Department for Education (DfE);
  2. conduct thorough questioning regarding any Relevant Convictions; and
  3. ensure a police check is completed and such other checks as may be carried out through the Disclosure and

Barring Service (DBS), and the Supplier shall not (and shall ensure that any SubContractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

# Annex 1 – Relevant Convictions

TBC when in contract

**Call-Off Schedule 20 (Call-Off Specification)**

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



**Statement of Requirements**

Contract Reference: CCTS22A72 - Provision of FN4G Programme 22\_23

# PURPOSE

## From analysis by the FN4G Programme, it is anticipated the Public Services Network (PSN) will be required for a number of years. It is vital, therefore, to consider tactical but affordable ways to continue to maintain the PSN to ensure it remains fit for purpose; as well as encouraging and monitoring departments to transform their services away from PSN to more modern and cost-effective solutions.

# BACKGROUND TO THE CONTRACTING aUTHORITY

## The Central Data Digital Office helps public sector organisations provide clear information about algorithmic tools they use to support decisions. Their responsibilities include Digital, Data and Technology Strategy and Standards, such as the Technology Code of Practice, the Service Standard and Open Standards, Supporting the performance and assurance of Cross-government DDaT, including Spend Controls DDaT Capability Development and including the DDaT pay framework.

# Background to requirement/OVERVIEW of requirement

## With FN4G’s overview of how the PSN is used, the programme has identified alternative technical concepts in the marketplace that offer not only improved security and performance, but also an ability to access legacy networks. FN4G wants to open up this opportunity to all PSN users so that they can get the best value for money from their PSN connection. By adopting a more modern way to connect to PSN, this will simplify the process for PSN user’s when migration of larger PSN applications completes.

## This business case is to appoint a team with the skills to deliver a strategic delivery programme that meets specific digital outcomes. The digital outcomes are to generate a set of resources that enable PSN users to adopt more modern ways to access PSN, and to provide direct support to do this. The resources should be hosted on a publicly accessible platform which any PSN user can access, who wants to migrate off PSN. Resources include, architectural patterns and technical documentation, guidance, website content, case studies and direct engagement. The primary hosting environment will be PSN gov.uk webpages.

## The FN4G team has started this work, but it will be the responsibility of the newly appointed team to refine previously developed material to support PSN users’ migration plans; and to ensure resources are standardised and available to users in a central repository to support the wider policy objectives.

## Find further information on the FN4G programme here:

## [https://www.gov.uk/guidance/future-networks-for-government-fn4g](https://www.gov.uk/guidance/future-networks-for-government-fn4g%20)

# definitions

|  |  |
| --- | --- |
| Expression or Acronym | Definition |
| PSN | Public Services Network |
| FN4G | Future Networks for Government |
| CDDO | Central Digital and Data Office |
| DDaT | Digital, Data and Technology |
| GDPR | General Data Protection Regulation |
| CCS | Crown Commercial Service |

# scope of requirement

## There will be specific instances where work is deemed to be sensitive and therefore more appropriately managed internally. The PSN team will determine when this is required; areas which it is likely to cover include strategic cross-government engagement, governance of the programme and related issues, and supplier engagement.

## An optional requirement is for the supplier to scope additional connectivity solutions and strategies, which offer a more secure, modern way to access PSN; and build these into the FN4G programme strategy.

# The requirement

## CDDO is looking for a supplier who can deliver the digital outcome to enable PSN users to adopt modern connectivity solutions, meaning they can migrate off PSN and strengthen their network security posture.

## The mandatory digital outcomes are to generate a set of resources that enable PSN users to adopt more modern ways to access the network, and to provide direct support to do this. The resources should be hosted on a publicly accessible platform which any PSN user can access, who wants to migrate off PSN. Resources include, architectural patterns and technical documentation, guidance, website content, case studies and direct engagement. The primary hosting environment will be Public Services Network gov.uk webpages.

## This requirement is to support the FN4G programme that has identified alternative technical concepts in the marketplace that offer not only improved security and performance, but also an ability to access legacy networks. FN4G wants to open up this opportunity to all PSN users so that they can get the best value for money from their PSN connection. By adopting a more modern way to connect to PSN, this will simplify the process for network user’s when migration of larger PSN applications are completed.

## Workstream 1: Promote adoption of alternative ways to access PSN

### Direct engagement with organisation to scope their specific requirements and provide guidance on the suitability of a concept in terms of the organisation’s migration plan.

### Produce case studies to promote adoption of alternative connectivity solutions.

### Ongoing engagement with CCS to ensure joined-up approach and vendor neutrality.

### Ensure clear route to access and adopt technical concepts.

## Workstream 2: Communications and engagement

### Define and deliver a stakeholder engagement strategy. Ensure engagement across the PSN community.

### Track, monitor and report on PSN migration plans.

### Provide advice on comms channels and engagement opportunities to promote migration from PSN eg social media channels and sector events, forums etc.

### Review, update and amend current PSN GOV.UK web content.

## Workstream 3: Technical deliverables

### Promote technical architecture to assist departments to exit PSN.

### Technical assessment of migration progress through reporting from internal and PSN community organisations:

### Technical documentation and High-Level Roadmaps produced whenever possible to capture both existing PSN usage as well as migration plans for each department.

### Enhance technical migration options and collaborate with CCS to improve commercial frameworks to enable departments to exit the PSN.

# key milestones and Deliverables

## The following Contract milestones/deliverables shall apply:

|  |  |  |
| --- | --- | --- |
| Milestone/Deliverable | Description | Timeframe or Delivery Date |
| 1 | Kick off meeting between the client and supplier. | One (1) week after Contract Award. |
| 2 | Direct engagement with organisation to scope their specific requirements and provide guidance on the suitability of a concept in terms of the organisation’s migration plan. | Complete by end of Feb 2023. |
| 3 | Produce case studies to promote adoption of alternative connectivity solutions. | Complete minimum of two case studies by the end of Feb 2023 / task is ongoing. |
| 4 | Ongoing engagement with CCS to ensure joined-up approach and vendor neutrality. | Ongoing. |
| 5 | Ensure clear route to access and adopt technical concepts. | Initial roll-out complete by March 2023. |
| 6 | Define and deliver a stakeholder engagement strategy. Ensure engagement across the PSN community. | Initial roll-out complete by December 2022. |
| 7 | Track, monitor and report on PSN migration plans | Ongoing. |
| 8 | Provide advice on comms channels and engagement opportunities to promote migration from PSN eg social media channels and sector events, forums etc. | Ongoing. |
| 9 | Review, update and amend current PSN GOV.UK web content. | Initial roll-out complete by December 2022. |
| 10 | Promote technical architecture to assist departments to exit PSN. | Ongoing. |
| 11 | Technical assessment of migration progress through reporting from internal and PSN community organisations:  Technical documentation and High-Level Roadmaps produced whenever possible to capture both existing PSN usage as well as migration plans for each department. | Ongoing. |
| 12 | Enhance technical migration options and collaborate with CCS to improve commercial frameworks to enable departments to exit the PSN. | Initial roll-out complete by March 2023. |

# 

# MANAGEMENT INFORMATION/reporting

## The Authority and Supplier shall hold Performance Monitoring Meetings on a monthly basis as detailed in Call-Off Schedule 14 (Service Levels). The meetings will be conducted virtually via Google Meets (or equivalent) and/or at the premises of the Authority.

## The Supplier shall produce a list of key dependencies, assumptions and obligations, which will be agreed with the Authority shortly after contract award.

## The Supplier shall also produce and maintain the following documents to be reviewed in a monthly contract review meeting in conjunction with the Performance Monitoring Reports detailed in Call-Off Schedule 14 (Service Levels) with the Authority:

### Risk register, including mitigation;

### Finance monitoring sheet (showing both actuals and forecasted spend);

### Timeline of works, setting out progress against key timelines;

### Performance reporting of the system.

## Ad hoc meetings may also be arranged to discuss specific deliverables through joint discussion between the Authority and the Supplier.

# volumes

## Not applicable

# continuous improvement

## The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## The Supplier should present new ways of working to the Authority during monthly Contract review meetings.

## Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.

# Sustainability

## The Supplier shall abide by the Authority’s Environmental Policy detailed here: <https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement>

# quality

## General

### The Supplier shall have sound processes for quality assurance of both quantitative and qualitative outputs in place.

### The Supplier shall outline their internal procedures for assurance and quality control in reference to the monitoring and evaluation, including:

#### Procedures for working closely with the Geospatial Commission;

#### The approach to report writing, ensuring deliverables meet key objectives; and

#### Procedures for handling complaints.

### Report shall adhere to the Government Digital Service’s report writing guidelines, which can be found here <https://www.gov.uk/guidance/content-design/writing-for-gov-uk>

## Quality Requirements/Standards

### The appointed supplier shall carry out work in accordance with the UK Government Service Design Manual <https://www.gov.uk/service-manual>, including the use of moderated usability testing <https://www.gov.uk/service-manual/user-research/using-moderated-usability-testing>

### The Supplier shall follow Agile Delivery Principles <https://www.gov.uk/service-manual/agile-delivery>

### The supplier shall follow Accessibility Standards [https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction#meeting-government-accessibility-requirements](https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction%23meeting-government-accessibility-requirements)

### The supplier shall carry out work in accordance with The Technology Code of Practice [https://www.gov.uk/guidance/the-technology-code-of-practice](https://www.gov.uk/guidance/the-technology-code-of-practice%20)

### The Supplier shall engage with government information assurance governance processes related to matters such as security architecture, information security risk assessments, and cyber security assurance frameworks.

# PRICE

## Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

## The Supplier shall be required to produce a breakdown of costs against the deliverables outlined in 6.4, 6.5 and 6.6.

# STAFF AND CUSTOMER SERVICE

## The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

## The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

## The Supplier shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

# service levels and performance

## The Authority will measure the quality of the Supplier’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Service Level Performance Measure** | **Service Level** | **Service Level Threshold** |
| 1 | Quality Assurance | Project outputs to be peer reviewed and approval process (with clear quality assurance steps) before submission to ensure accuracy of information, elimination of reporting bias, and high levels of confidence in the outputs. | 100% |
| 2 | Response Time | Responding to questions and queries within 48 Hours (Monday to Friday). | 90% |
| 3 | Project Management | Attendance at any and all agreed upon meetings. | 90% |
| 5 | Notification of downtime | The Supplier shall provide ten (10) days’ notice of any planned maintenance to the Services. There shall be two windows during a week for planned maintenance and shall be from 08:00 to 10:00 on a Saturday and from 08:00 to 14:00 on a Sunday. | 99.9% |
| 6 | Unplanned downtime | Users shall be automatically notified within 30 minutes of unplanned outages occurring in core business hours. | 100% |
| 7 | User queries | The Supplier must manage and resolve concerns and queries, including a process for data error reporting and user service complaints within 24 hours of receipt. | 95% |
| 8 | Data Load | The supplier must ensure all programme information is recorded and stored in a clear and appropriate way, which makes it simple for the authority to view and understand. | 100% |

# Security and CONFIDENTIALITY requirements

## Should the scope of the work identify the supplier’s staff having access to sensitive or classified information, the supplier shall be willing to undergo Government Security Vetting.

## Documentation and details surrounding the security of the site shall be suitably protected by the supplier in adherence with GDPR laws.

# payment AND INVOICING

## Payment can only be made following satisfactory delivery of pre-agreed deliverables.

## Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

## Invoices shall be submitted to cddo-bpm@digital.cabinet-office.gov.uk with a valid Purchase Order Number included.

## The Invoice should be submitted within the time period set by the Authority.

# CONTRACT MANAGEMENT

## Attendance at Contract Review meetings shall be at the Supplier’s own expense.

## The Authority shall assign a Contract Manager (as per the Contract Award form) to monitor the Contract entered into with the Supplier.

## The Supplier will nominate a primary point of contact as a representative for the management of this contract, an Account Manager, who will act as the first point of contact for the Authority’s Contract Manager.

## The duties of the Account Manager include, but are not limited to:

### Operate the contract and report on performance in accordance with the Specification of Requirements and agreed Key Performance Indicators.

### To assess and manage Requests for Change with the Authority’s Contract Manager in accordance with Schedule 21 and provide supporting statements if necessary;

### To review and report on the delivery of services under the contract, including:

### Any delivery services incidents and any further actions required;

### Any planned work, during the previous or next period outcomes and any further actions required;

### Risks to delivery of goods and services;

## Compliance with cyber essentials and data protection requirements, as specified in Schedules 19 and 20.

## To endeavour to identify any other items / risks which may have a material impact on the contract insofar as such other items / risks relate to the remit and responsibilities of the Account Manager and the Authority Contract Manager.

# Location

## Although we expect the majority of the Services can be carried out remotely, there may be the occasional need to meet the Authority at their offices (The Whitechapel Building, 10 Whitechapel High St, London E1 8QS).

**Worker Engagement Route (including IR35 status)**

Not Applied.

**Call-Off Schedule 26 (Cyber Essentials Scheme)**

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

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Cyber Essentials Scheme** | the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme are at: <https://www.cyberessentials.ncsc.gov.uk/>; |
| **Cyber Essentials Basic Certificate** | the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance; |
| **Cyber Essentials Certificate** | Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Order Form; |
| **Cyber Essential Scheme Data** | sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and |
| **Cyber Essentials Plus Certificate** | the certification awarded on the basis of external testing by an independent certification body of the Supplier’s cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance. |

1. **What Certification do you need**
   1. Where the Order Form requires that the Supplier provide a Cyber Essentials Certificate or Cyber Essentials Plus Certificate prior to commencing the provision of Deliverables the Supplier shall provide a valid Cyber Essentials Certificate or Cyber Essentials Plus Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under the Call-Off Contract until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.
   2. Where the Supplier continues to process data during the Call-Off Contract Period the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.
   3. In the event that the Supplier fails to comply with Paragraph 2.1 or 2.2, the Buyer reserves the right to terminate the Call-Off Contract for material Default.
   4. The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under the Call-Off Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.
   5. This Schedule shall survive termination of each and any Call-Off Contract.