

# Appendix A - Further Competition Order Form Template

<b>CALL-OFF REFERENCE:</b>	Unified Network Access Service (UNAS)
<b>THE BUYER:</b>	The Department for Work and Pensions
<b>BUYER ADDRESS:</b>	Caxton House, 6-12 Tothill Street, London SW1H 9NA
<b>SUPPLIER REFERENCE:</b>	02174990
<b>THE SUPPLIER:</b>	Softcat PLC
<b>SUPPLIER ADDRESS:</b>	Softcat PLC, Fieldhouse Lane, Marlow, SL7 1LW
<b>REGISTRATION NUMBER:</b>	02174990
<b>DUNS NUMBER:</b>	39-733-3253
<b>SID4GOV ID:</b>	02174990

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 3<sup>rd</sup> August 2023.

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

## CALL-OFF LOT(S):

Lot 2 – Local Connectivity Services

## CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM3808
3. The following Schedules in equal order of precedence:
  - Joint Schedules for framework reference number RM3808:
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)

- Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 6 (Key Subcontractors)
  - Joint Schedule 7 (Financial Difficulties)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for the **Unified Network Access Service**:
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 11 (Installation Works)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.5)
  5. Joint Schedule 5 (Corporate Social Responsibility)
  6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above

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

### **CALL-OFF SPECIAL TERMS**

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

The Buyer reserves the right to terminate the Call-Off Contract with immediate effect in the event that the Pathfinder exercise has not been completed to the satisfaction of Section 2.1.4 and 2.1.6 of the Responsibility Matrix in Call-Off Schedule 20 (Call-Off Specification).

<b>CALL-OFF START DATE</b>	7th August 2023
<b>CALL-OFF EXPIRY DATE</b>	6 <sup>th</sup> August 2028
<b>CALL-OFF INITIAL PERIOD</b>	5 Years

**CALL-OFF OPTIONAL EXTENSION PERIOD** 1 Year plus 1 Year

**MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION**

There is no minimum term or volume commitments. Ninety (90) days' notice is required to terminate without reason.

**CALL-OFF DELIVERABLES**

As per Call-Off Schedule 20 (Call-Off Specification) and the UNAS Assumptions and Clarifications document appended at Annex 1 to this Order Form.

**MAXIMUM LIABILITY**

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **REDACTED**.

**CALL-OFF CHARGES**

As per Call-Off Schedule 5 (Pricing Details).

**REDACTED**

The total published TCV is £48,736,000 inclusive of VAT.

The total published TCV is included as an indication to the market of the maximum amount which could be spent through this contract and shall not be taken by the Supplier as a commitment or a forecast of likely revenue. The Supplier recognises that the published TCV is the maximum spend permitted under this contract and will alert the Buyer before accepting any request which would take the total charges beyond the published TCV. The Buyer shall not be liable for any Charges above the published TCV unless the Supplier has notified the Buyer and the Parties have agreed a change to this provision through Change Control.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

The Supplier will submit invoices directly to the billing address as per the Buyer's Purchase Order.

Payment to be made by BACS payment.

**BUYER'S INVOICE ADDRESS:**

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DWP, PO Box 406, SSCL  
Phoenix House  
Celtic Springs Business Park  
Newport  
NP10 8FZ.

All invoices must be submitted in line with Call-Off Schedule 5 (Pricing) terms and conditions.

For contract invoicing, the Supplier will submit electronic invoices to the following email address:

- **REDACTED**
- **REDACTED**

For contract implementation invoicing, the Supplier will submit electronic invoices to the following email address:

- **REDACTED**
- **REDACTED**

#### **BUYER'S AUTHORISED REPRESENTATIVE** **REDACTED**

#### **BUYER'S ENVIRONMENTAL POLICY**

As detailed in Joint Schedule 5 – Corporate Social Responsibility.

#### **ADDITIONAL INSURANCES**

Employer's (Compulsory) Liability Insurance = £5,000,000

Public Liability Insurance = £1,000,000

Professional Indemnity Insurance = £1,000,000

Product Liability Insurance = £1,000,000

#### **GUARANTEE**

Not Applicable.

#### **SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 1 (Transparency Reports) and Call-Off Schedule 4 (Call-Off Tender).

#### **STAFF TRANSFER**

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

- Part C (No Staff Transfer on the Start Date)
- Part E (Staff Transfer on Exit) will apply to every Contract.

#### **QUALITY PLAN**

Not Applicable.

#### **MAINTENANCE OF ICT ENVIRONMENT**

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Not Applicable.

### **BUSINESS CONTINUITY AND DISASTER RECOVERY**

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Suppliers BCDR Plan at Annex 1 will apply.

### **SECURITY REQUIREMENTS**

In accordance with Call-Off Schedule 9, Part B (Long Form Security Requirements) applies.

### **BUYER'S SECURITY POLICY**

Security Policy Compliance required: Yes, Appended at Call-Off Schedule 9.

### **INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)**

In accordance with Call-Off Schedule 9 (Security) Part B (Long Form Security Requirements) the Buyer requires an ISMS but does not require a bespoke ISMS.

### **CLUSTERING**

Not Applicable.

### **SERVICE LEVELS AND SERVICE CREDITS**

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits)

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels)

### **PERFORMANCE MONITORING**

As per Call-Off Schedule 14 (Service Levels).

### **SUPPLIER'S AUTHORISED REPRESENTATIVE**

**REDACTED**

### **SUPPLIER'S CONTRACT MANAGER**

**REDACTED**

### **PROGRESS REPORT FREQUENCY**

As per Call-Off Schedule 1 (Transparency Reports).

### **PROGRESS MEETING FREQUENCY**

As per Call-Off Schedule 15 (Call-Off Contract Management).

### **OPERATIONAL BOARD**

Weekly/Fortnightly (if required for projects) as per Call-Off Schedule 15 (Call-Off Contract Management).

### **KEY STAFF**

As per Call-Off Schedule 7 (Key Supplier Staff):

- **REDACTED**

### **KEY SUBCONTRACTOR(S)**

As per Call-Off Schedule 4 (Tender), Softcat's key subcontractors are:

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- UBDS IT Consulting Limited
- Hewlett-Packard Limited

**COMMERCIALLY SENSITIVE INFORMATION**

As per Joint Schedule 4 (Commercially Sensitive Information).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<u>REDACTED</u>	Signature:	<u>REDACTED</u>
Name:	<u>REDACTED</u>	Name:	<u>REDACTED</u>
Role:	<u>REDACTED</u>	Role:	<u>REDACTED</u>
Date:	4 <sup>th</sup> August 2023	Date:	4 <sup>th</sup> August 2023

**Annex 1 - UNAS Assumptions and Clarifications**

REDACTED

**Joint Schedule 1 (Definitions)**

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;

- 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.
  - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract.
  - 1.3.12 Where the Buyer is a Crown Body, it shall be treated as contracting with the Crown as a whole.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

<b>"Admin Fee"</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>"Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction

	Certificate in respect of that Milestone and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
" <b>Additional Insurances</b> "	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
" <b>Affected Party</b> "	the party seeking to claim relief in respect of a Force Majeure Event;
" <b>Affiliates</b> "	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
" <b>Ancillary Services</b> "	means those components described in paragraph 1.2.4 of Part A of Framework Schedule 1 (Specification);
" <b>Annex</b> "	extra information which supports a Schedule;
" <b>Approval</b> "	the prior written consent of the Buyer and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;
" <b>Audit</b> "	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>c) where the Relevant Authority is a Buyer, and the value of the relevant Call-Off Contract is greater than £3 million, verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> <li>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy,</li> </ul>

	<p>efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
<b>"Auditor"</b>	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
<b>"Authority"</b>	CCS and each Buyer;
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>"Buyer System"</b>	has the meaning given to it in Schedule 6 (ICT Services);
<b>"Call-Off Contract"</b>	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
<b>"Call-Off Contract Period"</b>	the Contract Period in respect of the Call-Off Contract;
<b>"Call-Off Expiry Date"</b>	the date of the end of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Incorporated Terms"</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>"Call-Off Initial Period"</b>	the Initial Period of a Call-Off Contract specified in the Order Form;

<b>"Call-Off Optional Extension Period"</b>	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
<b>"Call-Off Procedure"</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
<b>"Call-Off Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
<b>"Call-Off Start Date"</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>"Call-Off Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
<b>"Catalogue"</b>	the Supplier's catalogue of Deliverables available to Buyers to order without Further Competition;
<b>"Catalogue Publication Portal"</b>	the CCS online publication channel via which Buyers can view the Catalogue;
<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>"Central Government Body"</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause

	the Supplier significant commercial disadvantage or material financial loss;
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential;
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>"Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>"Contract Period"</b>	the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
<b>"Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Core Network"</b>	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
<b>"Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>"Costs"</b>	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:

	<ul style="list-style-type: none"> <li>i) base salary paid to the Supplier Staff;</li> <li>ii) employer's National Insurance contributions;</li> <li>iii) pension contributions;</li> <li>iv) car allowances;</li> <li>v) any other contractual employment benefits;</li> <li>vi) staff training;</li> <li>vii) work place accommodation;</li> <li>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>ix) reasonable recruitment costs, as agreed with the Buyer;</li> </ul> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p style="padding-left: 40px;">but excluding:</p> <ul style="list-style-type: none"> <li>a) Overhead;</li> <li>b) financing or similar costs;</li> <li>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</li> <li>d) taxation;</li> <li>e) fines and penalties;</li> <li>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</li> <li>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ul>
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999;

"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 7.1.1 of Framework Schedule 5 (Framework Management);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " <b>Deliver</b> " and " <b>Delivered</b> " shall be construed accordingly;
"Direct Award Criteria"	means the award criteria to be applied for the direct award of Call-Off Contracts for Services set out in Framework Schedule 7 (Call-Off Award Procedure);
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the " <b>Disaster Period</b> ");

<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>"Dispute"</b>	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>"Documentation"</b>	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>"Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>"EIR"</b>	the Environmental Information Regulations 2004;
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>"End Date"</b>	<p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>
<b>"Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds

	and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>"Estimated Year 1 Contract Charges"</b>	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Call-Off Order Form;
<b>"Estimated Yearly Charges"</b>	means for the purposes of calculating each Party's annual liability under clause 11.2 :  i) in the first Contract Year, the Estimated Year 1 Contract Charges; or  ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or  iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>"Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>"Extension Period"</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>"FOIA"</b>	the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:  a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;  b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;  c) acts of a Crown Body, local government or regulatory bodies;  d) fire, flood or any disaster; or  e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:  i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;

	<ul style="list-style-type: none"> <li>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</li> <li>iii) any failure of delay caused by a lack of funds;</li> </ul>
<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"Framework Award Form"</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>"Framework Contract"</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
<b>"Framework Contract Period"</b>	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
<b>"Framework Expiry Date"</b>	the date of the end of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Incorporated Terms"</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>"Framework Initial Period"</b>	the initial term of the Framework Contract as specified in the Framework Award Form;
<b>"Framework Optional Extension Period"</b>	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
<b>"Framework Price(s)"</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>"Framework Start Date"</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>"Framework Special Terms"</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>"Framework Tender Response"</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
<b>"Further Competition Procedure" or "Further Competition"</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679)
<b>"General Anti-Abuse Rule"</b>	<ul style="list-style-type: none"> <li>a) the legislation in Part 5 of the Finance Act 2013 and; and</li> <li>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</li> </ul>
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;

<b>"Goods"</b>	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Government Data"</b>	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> <li>i) are supplied to the Supplier by or on behalf of the Authority; or</li> <li>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or</li> </ul> <p>b) any Personal Data for which the Authority is the Controller;</p>
<b>"Government Procurement Card"</b>	the Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> ;
<b>"Guarantor"</b>	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"Health and Social Care Network or HSCN"</b>	the government's network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate; and as described at <a href="https://digital.nhs.uk/services/health-and-social-care-network">https://digital.nhs.uk/services/health-and-social-care-network</a> ;
<b>"HMRC"</b>	Her Majesty's Revenue and Customs;
<b>"ICT Environment"</b>	the ICT systems related to a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);
<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>"ICT Services"</b>	the ICT related Services to be delivered under a Call-Off Contract described in Call-Off Schedule 6 (ICT Services);
<b>"Impact Assessment"</b>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> </ul>

	<ul style="list-style-type: none"> <li>b) details of the cost of implementing the proposed Variation;</li> <li>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>
<b>"Implementation Plan"</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>"Initial Period"</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>"Insolvency Event"</b>	<ul style="list-style-type: none"> <li>a) in respect of a person:</li> <li>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</li> <li>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</li> <li>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</li> <li>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</li> <li>f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</li> <li>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</li> <li>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</li> </ul>

	<p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
<b>"Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
<b>"Intellectual Property Rights" or "IPR"</b>	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>"Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of processing;
<b>"Key Personnel"</b>	the individuals (if any) identified as such in the Order Form;
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>"Key Subcontractor"</b>	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p>

	and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
<b>"Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>"Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
<b>"Lots"</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly;
<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680)
<b>"Man Day"</b>	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Man Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
<b>"Management Information" or "MI"</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>"Management Charge"</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"Marketing Contact"</b>	shall be the person identified in the Framework Award Form;
<b>"MI Failure"</b>	means when an MI report: <ul style="list-style-type: none"> <li>a) contains any material errors or material omissions or a missing mandatory field; or</li> <li>b) is submitted using an incorrect MI reporting Template; or</li> <li>c) is not submitted by the reporting date(including where a Nil Return should have been filed);</li> </ul>
<b>"MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>"MI Reporting Template"</b>	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;

<b>"Milestone"</b>	an event or task specified as such in the Implementation Plan;
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"National Insurance"</b>	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>"New IPR"</b>	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
<b>"Occasion of Tax Non – Compliance"</b>	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ol style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> </ol> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
<b>"OJEU Contract Notice"</b>	has the meaning given to it in the Framework Award Form;
<b>"Open Book Data"</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ol style="list-style-type: none"> <li>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> </ol>

	<ul style="list-style-type: none"> <li>ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</li> <li>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv) Reimbursable Expenses, if allowed under the Order Form;</li> </ul> <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
<b>"Order"</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>"Order Form Template"</b>	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the Framework Contract;
<b>"Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>"Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>"Party"</b>	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them where the context permits;
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at:

	<a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>"Primary Services"</b>	means the components described in paragraph 1.2.2 of Part A of Framework Schedule 1 (Specification);
<b>Processor</b>	takes the meaning given in the GDPR;
<b>Processor Personnel:</b>	all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>"Prohibited Acts"</b>	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii) under legislation or common law concerning fraudulent acts; or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
<b>"Protective Measures"</b>	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> <li>a) the nature of the data to be protected</li> <li>b) harm that might result from Data Loss Event;</li> <li>c) state of technological development</li> <li>d) the cost of implementing any measures</li> </ul>

	including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
<b>"Public Services Network or PSN"</b>	the network of networks delivered through multiple service providers, as further detailed in the PSN operating model; and described at <a href="https://www.gov.uk/government/groups/public-services-network">https://www.gov.uk/government/groups/public-services-network</a> ;
<b>"Recall"</b>	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>"Rectification Plan"</b>	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: <ul style="list-style-type: none"> <li>a) full details of the Default that has occurred, including a root cause analysis;</li> <li>b) the actual or anticipated effect of the Default; and</li> <li>c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</li> </ul>
<b>"Rectification Plan Process"</b>	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
<b>"Reimbursable Expenses"</b>	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: <ul style="list-style-type: none"> <li>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</li> <li>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</li> </ul>
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>"Relevant Authority's Confidential Information"</b>	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade

	<p>secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
<b>"Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Reminder Notice"</b>	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>"Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>"Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in Annex 2 of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>"Schedules"</b>	any attachment to a Framework or Call-Off Contract which contains important information specific to each aspect of buying and selling;
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>"Self Audit Certificate"</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate) which shall be based on tests completed against a

	<p>representative sample of Orders as specified in Framework Schedule 8 and must provide assurance that:</p> <ul style="list-style-type: none"> <li>a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;</li> <li>b) all related invoices are completely and accurately included in the MI Reports;</li> <li>c) all Charges to Buyers comply with any requirements under this Framework Contract on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and</li> <li>d) a number of additional sample of public sector orders identified in Framework Schedule 8 (Self Audit Certificate) from the Supplier's order processing and invoicing systems as orders not placed under this Framework Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS</li> </ul>
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>"Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Call-Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>"Service Offer"</b>	a Deliverable made available to Buyers by the Supplier via the Catalogue;
<b>"Service Offer Effective Date"</b>	the date when the Service Offer will be available to Buyers on the Catalogue;
<b>"Service Offer Expiry Date"</b>	the date the Service Offer will be/was removed from the Catalogue;
<b>"Service Offer Price Card"</b>	means a list of prices, rates and other amounts for a specific Service Offer;
<b>"Service Offer Template"</b>	the template set out at Annex 1 to Part B of Framework Schedule 3 (Framework Prices);
<b>"Service Period"</b>	has the meaning given to it in the Order Form;
<b>"Services"</b>	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>"Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>"Service Transfer Date"</b>	the date of a Service Transfer;
<b>"Sites"</b>	means:

	<p>a) any delivery point for the Services (including the Buyer Premises, the Supplier's premises, third party premises, or any non-premises location, such as kerbside cabinets and bus shelters); or</p> <p>b) from to or at which</p> <p style="padding-left: 40px;">i) the Services are (or are to be) provided; or</p> <p style="padding-left: 40px;">ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</p> <p>c) where any part of the Supplier System is situated; or</p> <p>d) any physical interface with the Buyer's System takes place</p>
<b>"Special Terms"</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>"Specification"</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>"Standards"</b>	<p>any:</p> <p>a) standards detailed in the specification in Schedule 1 (Specification);</p> <p>b) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>c) relevant Government codes of practice and guidance applicable from time to time;</p>
<b>"Start Date"</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
<b>"Statement of Requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>"Sub-Contract"</b>	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
<b>"Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Supplier related to a Contract

<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
<b>"Supplier"</b>	the person, firm or company identified in the Framework Award Form;
<b>"Supplier Action Plan"</b>	means a document, maintained by the Authority, capturing information about the relationship between the Parties including, but not limited to strategic objectives, actions, initiatives, communication channels, risks and supplier performance;
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>"Supplier's Confidential Information"</b>	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>"Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
<b>"Supplier Non-Performance"</b>	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>"Supplier Profit Margin"</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;

<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>"Supplier System"</b>	has the meaning given to it in Schedule 6 (ICT Services);
<b>"TEM Provider"</b>	means a Supplier appointed by CCS to provide telecoms expense management;
<b>"Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
<b>"Test Plan"</b>	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
<b>"Tests and Testing"</b>	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and <b>"Tested"</b> shall be construed accordingly;
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>"Time and Materials"</b>	a pricing mechanism whereby the Buyer agrees to pay the Supplier based upon the work performed by the Supplier's employees and Sub-Contractors, and for materials used in the project, no matter how much work is required to complete the project;
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –  (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and  (ii) Commercially Sensitive Information;
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>"US-EU Privacy Shield Register"</b>	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <a href="https://www.privacyshield.gov/list">https://www.privacyshield.gov/list</a> ;
<b>"Variation"</b>	has the meaning given to it in Clause 24 (Changing the contract);

<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>"Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables; and
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

## Joint Schedule 2 (Variation Form)

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

<b>Contact Details</b>	
This variation is between:	<b>[delete]</b> as applicable: CCS / Buyer] (" <b>CCS</b> " " <b>the Buyer</b> ") And <b>[insert]</b> name of Supplier] (" <b>the Supplier</b> ")
Contract name:	<b>[insert]</b> name of contract to be changed] (" <b>the Contract</b> ")
Contract reference number:	<b>[insert]</b> contract reference number: Framework Contract reference/Call-Off Contract reference]
<b>Details of Proposed Variation</b>	

Variation initiated by:	[delete as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
<b>Impact of Variation</b>		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
<b>Outcome of Variation</b>		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li>[CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

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

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

Signature	
Date	
Name (in Capitals)	
Address	

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

Signature	
-----------	--

Date	
Name (in Capitals)	
Address	

## Joint Schedule 3 (Insurance Requirements)

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## 1. The insurance you need to have

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

## 2. How to manage the insurance

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

### **3. What happens if you aren't insured**

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

### **4. Evidence of insurance you must provide**

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

### **5. Making sure you are insured to the required amount**

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

### **6. Cancelled Insurance**

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

### **7. Insurance claims**

- 7.1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2. Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity. relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

## **ANNEX: Required Insurances**

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

# Joint Schedule 4 (Commercially Sensitive Information)

## 1. What is the Commercially Sensitive Information?

- 1.1. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

Item(s)	Duration of Confidentiality
Any detail around pricing or commercial models	In perpetuity
Any detail around Softcat facilities, personnel or resources	In perpetuity
Any detail around business processes	In perpetuity
Any detail around business IT systems employed	In perpetuity

- 1.3. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

### Commercially Sensitive Information

**REDACTED**

## Joint Schedule 6 (Key Subcontractors)

### 1. Restrictions on certain Subcontractors

- 1.1 The Supplier is entitled to Sub Contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to Sub-Contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub Contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer by completing and submitting a Variation Form as set out in Joint Schedule 2 (Variation Form) and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 20 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
  - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
  - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
  - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
  - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
  - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
  - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub Contract has been agreed on "arm's length" terms;
  - 1.4.4 for CCS, the Key Sub Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;

- 1.4.5 for the Buyer, the Key Sub Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
- 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Difficulties)) of the Key Subcontractor.

## Joint Schedule 7 (Financial Difficulties)

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## 1. Definitions

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

- “Credit Rating Threshold”** the minimum credit rating level for the Monitored Company as set out in Annex 2 and
- “Financial Distress Event”** the occurrence or one or more of the following events:
- a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
  - b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
  - c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;
  - d) Monitored Company committing a material breach of covenant to its lenders;
  - e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
  - f) any of the following:
    - i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
    - ii) non-payment by the Monitored Company of any financial indebtedness;
    - iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
    - iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company
- in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-off Contract;
- “Financial Distress Service Continuity Plan”** a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off]

	Contract in the event that a Financial Distress Event occurs;
<b>“Monitored Company”</b>	the Supplier, any [Framework Guarantor or Call-Off Guarantor or any Key Subcontractor]
<b>"Rating Agencies"</b>	the rating agencies listed in Annex 1.

## 2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 The Schedule shall apply to all Call-Off Contracts unless:
- 2.2.1 where the Buyer has conducted a direct award from the Catalogue the Supplier has indicated in the relevant Service Offer that Joint Schedule 7 shall not apply; or
- 2.2.2 where specified by a Buyer that has undertaken a Further Competition that this Schedule shall not apply.
- 2.3 The terms of this Schedule shall survive:
- 2.3.1 under the Framework Contract until the later of (a) the termination or Expiry Date of the Framework Contract; or (b) the latest date of termination or Expiry Date of any Call-Off Contract entered into under the Framework Contract (which might be after the date of termination or Expiry Date of the Framework Contract); and
- 2.3.2 under the Call-Off Contract until the termination or Expiry Date of the Call-Off Contract.

## 3. What happens when your credit rating changes

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

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

where:

- A is the value at the relevant date of all cash in hand and at the bank of the Monitored Company;
- B is the value of all marketable securities held by the Monitored Company determined using closing prices on the Working Day preceding the relevant date;
- C is the value at the relevant date of all account receivables of the Monitored Company; and
- D is the value at the relevant date of the current liabilities of the Monitored Company.

3.4 The Supplier shall:

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

3.5 For the purposes of determining whether a Financial Distress Event the credit rating of the Monitored Company (as the case may be) shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

#### **4. What happens if there is a financial distress event**

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
  - 4.2.1 rectify such late or non-payment; or
  - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.

- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
- 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and
  - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:
    - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
    - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
  - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.8 CCS shall be able to share any information it receives from the Supplier in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

## **5. When can CCS or the Buyer terminate for financial distress**

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:
  - 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4; and/or
  - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
  - 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

## **6. What happens If your credit rating is still good**

- 6.1 Without prejudice to the Supplier's obligations and CCS' rights and remedies under Paragraph 4, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
  - 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
  - 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

## **7. ANNEX 1: Rating Agencies**

- 8. Rating Agency 1: Dun & Bradstreet
- 9. Rating Agency 2: Experian

## ANNEX 2: Credit Ratings & Credit Rating Thresholds

### Part 1: Current Rating

Entity	Credit Rating
Supplier (Softcat)	<u>REDACTED</u>
Key Subcontractor (UBDS)	<u>REDACTED</u>

## Joint Schedule 10 (Rectification Plan)

<b>Request for [Revised] Rectification Plan</b>			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
<b>Supplier [Revised] Rectification Plan</b>			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	<b>Steps</b>	<b>Timescale</b>	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
[...]	[date]		
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	<b>Steps</b>	<b>Timescale</b>	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
[...]	[date]		
Signed by the Supplier:		Date:	
<b>Review of Rectification Plan [CCS/Buyer]</b>			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

## Joint Schedule 11 (Processing Data)

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- 1.1 The only processing that the Processor is authorised to do is listed in this Joint Schedule 11 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
  - (a) process that Personal Data only in accordance with this Joint Schedule 11(Processing Data) unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;

- (c) ensure that :
  - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular this Joint Schedule 11 (Processing Data));
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this clause;
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to paragraph 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
- 1.6 The Processor's obligation to notify under paragraph 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event;
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
  - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Joint Schedule 11 (Processing Data) such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.15 Where the Parties include two or more Joint Controllers as identified in in this Joint Schedule 11 (Processing Data) (in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of paragraphs 1.1-1.14 for the Personal Data under Joint Control.

## Annex 1: a) Authorised Processing Template

<b>Framework Contract:</b>	<b>RM 3808</b>
<b>Date:</b>	Contract Start Date
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS/the Buyer is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.
Subject matter of the processing	Administering the Call-Off Contract and the Services provided under the Call-Off Contract.

Duration of the processing	Up to six (6) Months after the expiry or termination of the Call-Off Contract including any Termination Assistance Period, where applicable.
Nature and purposes of the processing	To facilitate the fulfilment of the Supplier's obligations arising under the Call-Off Contract, including: <ul style="list-style-type: none"> <li>• Administering, tracking and fulfilling Order for the Services;</li> <li>• Implementing all or any of the Services;</li> <li>• Managing and protecting the Security Resilience of any Supplier Equipment, the Supplier System and/or the Services;</li> <li>• Managing, tracking and resolving Incidents associated with the Services as set out in the Call-Off Contract;</li> <li>• Administering access to online portals relating to the Services; and</li> <li>• Compiling, dispatching and managing the payment of invoices.</li> </ul>
Type of Personal Data	Contact Details (name, business email address, business address, business contact telephone number) of, and communications with, Customer Staff concerned with the implementation and management of Services under the Call-Off Contract.
Categories of Data Subject	Customer staff concerned with the implementation and management of the Services under the Call-Off Contract.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All relevant data to be deleted six (6) Months after the expiry or termination of the Call-Off Contract including any Termination Assistance Period, where applicable unless longer retention is required by Law or the terms of the Call-Off Contract.

## Annex 1: b) Framework Contract Authorised Processing

<b>Framework Contract</b>	<b>RM3808</b>
<b>Date:</b>	Contract Start Date
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and the Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.

Subject matter of the processing	Management of the Network Services 2 Framework Contract between CCS and the Supplier
Duration of the processing	Up to seven (7) years after the expiry or termination of the Framework Contract
Nature and purposes of the processing	To facilitate the fulfilment of the Supplier's obligations arising under this Framework Contract including <ul style="list-style-type: none"> <li>i. Ensuring effective communication between the Supplier and CCS; and</li> <li>ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Contract in accordance with Core Terms Clause 15 ( Record Keeping and Reporting)</li> </ul>
Type of Personal Data	Includes: <ul style="list-style-type: none"> <li>i. Contact details of, and communications with, CCS staff concerned with management of the Framework Contract;</li> <li>ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract;</li> <li>iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract.</li> <li>iv. Contact details, and communications with Supplier staff concerned with management of the Framework Contract.</li> </ul>
Categories of Data Subject	Includes: <ul style="list-style-type: none"> <li>i. CCS staff concerned with management of the Framework Contract;</li> <li>ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract;</li> </ul>

	<ul style="list-style-type: none"> <li>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract;</li> <li>iv. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract.</li> </ul>
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder

**Annex 2: Joint Controller Agreement – Not Applicable**

# Joint Schedule 12 (Supply Chain Visibility)

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## 1. Definitions

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

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

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

2.1 Where the Relevant Authority is a central government body, and the contract value is more than £5 million per year the Supplier must:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;

- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
  - 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
  - 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

### **3. Visibility of Supply Chain Spend**

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees that where the Relevant Authority is a central government body, and the contract value is more than £5 million per year, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
- (a) the total contract revenue received directly on the Contract;
  - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
  - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

## **Annex 1: Supply Chain Information Report template**

**REDACTED**

# RM3808 Call-Off Schedule 1 (Transparency Reports)

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- 1.1. The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2. Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

## Annex A: List of Transparency Reports

Title	Content	Format	Frequency
<b>Call-Off Contract Charges</b>	<ul style="list-style-type: none"> <li>Outstanding charges reports</li> <li>Invoice status report</li> <li>MI capturing monthly actuals and forecasted costs including rates, expenses, site survey's, asset and stock register, forecast for BoM, invoice tracking.</li> </ul>	Excel	Monthly
<b>Performance</b>	<ul style="list-style-type: none"> <li>Performance against the implementation plan and milestone deliverables</li> </ul>	Supplier Pack	Monthly
<b>Asset</b>	<ul style="list-style-type: none"> <li>CMDB report of all hardware and software used for UNAS</li> <li>Hardware stock level report for break/fix</li> </ul>	Excel	Monthly
<b>Key Subcontractors</b>	<ul style="list-style-type: none"> <li>Detail of Key Subcontractors working on the contract, including their contact details and location</li> </ul>	Excel	Quarterly
<b>General Insurances</b>	<p>Third Party Public Liability Insurance</p> <p>Professional Indemnity Insurance</p>	<p>Certification</p> <p>Certification</p>	<p>Annual</p> <p>Annual</p>
Carbon Reduction Plan - Net Zero	<p>As per PPN 06/21 <a href="#">Procurement Policy Note 06/21: Taking account of Carbon Reduction Plans in the procurement of major government contracts - GOV.UK (www.gov.uk)</a></p>	<p>As per template within the Procurement Policy Note</p>	<p>Any update and annually</p>
Modern Slavery Assessment Tool (MSAT)	<p>The MSAT <a href="https://supplierregistration.cabinetoffice.gov.uk/msat">https://supplierregistration.cabinetoffice.gov.uk/msat</a></p>	<p>Within 90 working days following contract commencement</p>	<p>Annual</p>

		date the supplier will complete the MSAT or share an existing assessment	
<b>Service Levels</b>	As appropriate and agreed by the Buyer	As appropriate and agreed by the Buyer	By the 10 <sup>th</sup> working day in the month after the effective date
<b>Key Performance Indicators</b>	As appropriate and agreed by the Buyer	As appropriate and agreed by the Buyer	By the 10 <sup>th</sup> working day in the month after the effective date
<b>Social Value</b>  <b>Tackling Economic Inequality</b>	<p><b>MAC 3.1</b></p> <p>Supply Chain Diversity: Delivery type Method of selection Supplier Name Value of Contract Breakdown of supply chain diversity - BAME owned, VCSE, SME, Disabled Business Owners</p> <p><b>MAC 3.3</b></p> <p>Learning Objectives:</p> <p>Number of learning objectives achieved for the Authority and supply chain staff, SMEs, training opportunities and local specialists used in the roll out of the UNAS locations across the UK</p> <p>Delivery of Aruba Education Services: Report on take up and delivery numbers.</p> <p>Continuous Professional Development: CPD Opportunities identified, learning taken and benefit.</p>	<p>MAC 3.1, 3.3, 3.4, &amp; 3.5; Excel</p> <p>MAC 4.1 &amp; 4.2: As appropriate</p>	<p>All reports quarterly</p> <p>Content to be reviewed in 6 – 12 months from contract start date.</p>

<p><b>Fighting Climate Change</b></p>	<p>Recruitment of Apprentices: numbers employed, ethnicity, location</p> <p>MAC 3.3 Training – Courses as outlined in the ITT are available for DWP. <b><u>REDACTED</u></b></p> <p><b>MAC 3.4</b></p> <p>Collaboration through the Supply Chain:</p> <p>Volunteering Programme: No. of days volunteered, training courses delivered, sector, target groups</p> <p>MAC 3.4 Volunteering – <b><u>REDACTED</u></b></p> <p><b>MAC 3.5</b></p> <p>Cyber Security campaigns/ webinars/sessions to DWP and SMEs: No. delivered, attendance numbers and sector. Sponsorship of SMEs through Cyber Security Assurance: Companies sponsored - Name, size, diversity</p> <p><b>MAC 4.1</b></p> <p>Commitment to: <b><u>REDACTED</u></b></p> <p><b><u>REDACTED</u></b></p> <p><b><u>REDACTED</u></b></p> <p>Annual Report on progress made to achieve commitments including supply chain. <b>MAC 4.2</b></p> <p>Upcycling of decommissioned hardware</p>		
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	<p>Report breakdown of the number of units recycled revenue generated from the residual value of upcycled hardware, the costs of upcycling and available funds.</p> <p><b><u>REDACTED</u></b></p>		
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## Call-Off Schedule 2 (Staff Transfer)

### 1. Definitions

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

**"Employee Liability"** all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs,

expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance and also including any payments arising in respect of pensions;
- f) 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 Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);

**"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"**

a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly

**Supplier Personnel List"** 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:

- a) their ages, dates of commencement of employment or engagement, gender and place of work;
- b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- c) the identity of the employer or relevant contracting Party;
- d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- e) their wages, salaries, bonuses and profit-sharing arrangements as applicable;
- f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long-term absence;
- i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

**"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;

**"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.

## **2. Interpretation**

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

## **3. Which parts of this Schedule apply**

- 3.1. Only the 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**

### **1. What happens if there is a staff transfer**

- 1.1. 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.
- 1.2. 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 Sub-contractor pursuant to the Employment Regulations then:
- 1.2.1. the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
- 1.2.2. the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

- 1.2.3. if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 1.2.4. if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

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

- a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
- b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.

1.3. The indemnities in Paragraph 1.2 shall not apply to any claim:

1.3.1. for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

1.3.2. any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure

1.4. The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

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

## **2. Limits on the Former Supplier's obligations**

2.1. 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**

### **1. Obligations before a Staff Transfer**

- 1.1. The Supplier agrees that within 20 Working Days of the earliest of:
  - 1.1.1. receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
  - 1.1.2. receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
  - 1.1.3. the date which is 12 Months before the end of the Term; and
  - 1.1.4. receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),
3. it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2. At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3. The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4. The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5. From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):
  - 1.5.1. not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
  - 1.5.2. not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any

category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.3. not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4. not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5. not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6. not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.7. not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.8. give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.9. co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.10. promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.11. not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
- 1.5.12. not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

- 1.5.13. fully fund any Broadly Comparable pension schemes set up by the Supplier;
  - 1.5.14. maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
  - 1.5.15. promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
  - 1.5.16. fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6. On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
    - 1.6.1. the numbers of employees engaged in providing the Services;
    - 1.6.2. the percentage of time spent by each employee engaged in providing the Services;
    - 1.6.3. the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
    - 1.6.4. a description of the nature of the work undertaken by each employee by location.
  - 1.7. The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
    - 1.7.1. the most recent month's copy pay slip data;
    - 1.7.2. details of cumulative pay for tax and pension purposes;

- 1.7.3. details of cumulative tax paid;
- 1.7.4. tax code;
- 1.7.5. details of any voluntary deductions from pay; and
- 1.7.6. bank/building society account details for payroll purposes.

## **2. Staff Transfer when the contract ends**

- 2.1. A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2. The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3. Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4. The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5. Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
  - 2.5.1. the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
  - 2.5.2. the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10

Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;

- 2.5.3. if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
  - 2.5.4. if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;
  - 2.5.5. and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.
- 2.6. The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1. 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 Sub-contractor, or
  - 2.6.2. any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.
- 2.7. The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.
- 2.8. If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9. The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.10. Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after

the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

- 2.11. The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

## **RM3808 Call-Off Schedule 3 (Continuous Improvement)**

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## 1. Buyer's Rights

- 1.1. This Schedule shall apply only when so specified by a Buyer that has undertaken a Further Competition. 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.

## 2. Supplier's Obligations

- 2.1. The Supplier shall have an on-going obligation throughout the Call-Off Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Call-Off Schedule 3 with a view to reducing the Buyer's costs (including the Call-Off Contract Charges) and/or improving the quality and efficiency of the Services and their supply to the Buyer. As part of this obligation the Supplier shall identify and report to the Buyer once every twelve (12) months regarding:
  - 2.1.1. the emergence of new and evolving relevant technologies which could improve the ICT Environment and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Buyer which the Parties may wish to adopt;
  - 2.1.2. new or potential improvements to the Services or the provision of the Services including in respect of the quality, responsiveness, procedures, benchmarking methods, ways of performing the Services and customer support services in relation to the Services;
  - 2.1.3. changes in business processes and working practices that would enable the Services to be provided at lower cost and/or with greater benefits to the Buyer;
  - 2.1.4. changes to the ICT Environment, business processes and working practices that would enable reductions in the total energy consumed in the provision of the Services;
  - 2.1.5. improvements which the Supplier uses or is planning to use with its other customers;
  - 2.1.6. proposals as to how any investment required for continuous improvement could be shared with other customers of the Supplier;
  - 2.1.7. a zero usage report for the delivered Services;  
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; and
  - 2.1.8. any variation in Charges and cost / benefit analysis of the potential improvements identified subject to this Call-Off Schedule 3.
- 2.2. The Supplier shall ensure that the information that it provides to the Buyer shall be sufficient for the Buyer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Buyer requests.
- 2.3. If the Buyer wishes to incorporate any improvement identified by the Supplier, including any impact on the Charges declared by the Supplier as part of that

improvement, the Buyer shall request a Variation in accordance with the Variation Procedure.

- 2.4. Notwithstanding anything to the contrary in this Call-Off Contract, the Parties may not change or improve the Services in any way which adversely affects or may adversely affect any relevant PSN Standards or HSCN obligations and processes.

# RM3808 Call-Off Schedule 5 (Pricing Details)

## 1. Call-Off Charges

- 1.1. The Call-Off Contract Charges which are applicable to this Call-Off Contract are set out in this Call-Off Schedule 5 (Pricing Details).
- 1.2. The Supplier's mark-up will not exceed **REDACTED** throughout the life of the Call-Off Contract and any subsequent extensions.
- 1.3. The Supplier accepts that the Buyer has no obligation to commit to any Volumes outlined by the Supplier. The Supplier also confirm that we accept that the Buyer may request to change devices. In the event that the Buyer requests a device that is not set out in this Call-Off Schedule 5 (Pricing Details), the request shall be dealt with via the agreed Variation Procedure.
- 1.4. The Charges (Milestone Payments) for the provision of the Unified Network Access Service (UNAS) shall be as set out in the Implementation Plan within Call-Off Schedule 13 (Implementation Plan and Testing) and as set out in Paragraph 12 (Table 1 and Table 2) of this Call-Off Schedule 5 (Pricing Details) and shall apply from the date of Contract Signatures until expiry or termination of this Contract. Any Buyer or Supplier request to change the scope of the Services and the Charges will be subject to the Variation Procedure as per Joint Schedule 2.
- 1.5. Where the Buyer request to change the Service Levels and/or Service Credits included within Call-Off Schedule 14 (Service Levels), this shall be agreed by both Parties via the Variation Procedure.
- 1.6. The charges for storing the Buyer's Network Infrastructure are included within the Call-Off Charges for the duration of the Call-Off Contract and any subsequent Contract Extensions. For any additional requirements that are outside the scope of Call-Off Schedule 20 (Specification), storage **REDACTED** charged at **REDACTED** . The dispatch of Buyer's Network Infrastructure to be charged as per the Authority defined logistics requirements.
- 1.7. The Supplier will commit to providing the Buyer with the lowest price available to the Supplier for the purchase of network infrastructure requirements sourced from the Original Equipment Manufacturers (OEM's) from Contract Award.

- 1.8. All volume discounts, rebates, deal registrations, promotional discounts that are agreed with the OEM's will be provided to the Buyer and presented within any quotations.
- 1.9. All quotations provided to the Buyer throughout the life of the contract must remain valid for a minimum of 90 calendar days.
- 1.10. The Call Off Contract Charges for the Network Infrastructure, CPE On Site Support Costs, Catalogue Items, Man Day Rates and other charges that are agreed within the Catalogue at Contract Award will remain in place for five (5) years.

## 2. Payment Terms

- 2.1. The payment terms/profile applicable to this Call Off Contract are set out in the Order Form.

## 3. Contract Invoicing

- 3.1. The following invoice terms will apply to any Catalogue (Table 1) items and/or ad hoc requests that are treated as projects via the agreed process as per Call-Off Schedule 15 (Contract Management).
- 3.2. Billing shall be on the first day of the calendar month.
- 3.3. Invoices should be submitted monthly in arrears. Payment will be made in 30 days from receipt of a valid invoice submitted to the address specified by the Buyer in the Order Form and in accordance with the provisions of this Call-Off Contract.
- 3.4. The Supplier shall ensure that each invoice is submitted electronically via email to the following email address:
- 3.5. **REDACTED REDACTED** Each invoice submitted to the Buyer must contain:
  - all appropriate references, including the unique reference number and Purchase Order (PO) number as instructed in the Order Form; and
  - a detailed breakdown of the Delivered Services, including the Deliverable(s) within this Call-Off Contract to which the Delivered Services relate, against the applicable due and payable Call-Off Contract Charges; and
  - shows separately:

- 3.5..1. any Service Credits due to the Buyer; and
- 3.5..2. the VAT added to the due and payable Call-Off Contract Charges of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and
- 3.5..3. it is supported by any other documentation reasonably required by the Buyer to substantiate that the invoice is a Valid Invoice.
- 3.5..4. All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice and Management Information (MI) unless otherwise specified in this Call-Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

## **4. Adjustment of Call-Off Contract Charges**

4.1. The Call-Off Contract Charges shall only be varied:

- Due to a Specific Change in Law in relation to which both Parties agree that a change is required to all of part of the Call-Off Charges.
- Where all or part of the Call-Off Contract Charges are reduced as a result of the Suppliers Obligations as set out in Paragraph 2 of Call-Off Schedule 3 (Continuous Improvement)
- Where all or part of the Call-Off Charges are reduced as a result of a review of Call-Off Contract Charges in accordance with Call-Off Schedule 16 (Benchmarking)
- Subject to paragraphs 4.1.1 to 4.1.3 of this Call-Off Schedule, the Call-Off Charges will remain fixed for the first five (5) years of this Call-Off Contract.

## **5. Supplier Assessment of Call-Off Contract Charges**

5.1. The Supplier will review the Call-Off Contract Charges every six (6) months during the Call-Off Contract period to consider whether it is able to reduce them.

5.2. Such reviews will commence on the first working day of the sixth and twelfth month in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates).

5.3. In the event that the Supplier is able to reduce the Call-Off Contract Charges in line with paragraphs 4.1.1 to 4.1.4 and 5.1 to 5.2, they shall do so via the Agreed Variation Procedure.

## **6. Charges for Projects and Delivery Support Services**

6.1. Charges for Projects and Delivery Support Services shall be payable on the basis of the charging mechanism set out in the relevant Project Request.

6.2. The charging mechanism may specify that the Charges are to be payable on the basis of Milestone Payments and Outcome Based Services.

## **7. Milestone Payments and Project Requests**

7.1. Where Project Requests specify Milestone Payments, Outcome Based Services or Time and Materials Charges, such Charges shall be calculated as the aggregate of SFIA Rate Card (agreed at the point of Contract Award) consumed in delivering the relevant Project Services where:

- Man Day Resources are calculated by reference to:
- the number of Man Days utilised for each grade of Supplier Personnel within the SFIA Rate Card; and
- the rate card applicable to the relevant grade of Supplier Personnel as set out within the SFIA Rate Card in Annex 1 of this Schedule 5 (Pricing Details).
- Man Days utilised for each grade of the Supplier Personnel within the SFIA Rate Card can split into an hourly rate when divided by eight (8) for work that is less than a full Man Day. All hours will be rounded up.
- No finance charges, risks or contingencies or any other uplifts shall apply to the provision of Project Services which are exclusively provided on a Time and Materials basis.

- The Supplier shall maintain full and accurate records of the time spent by the Supplier's Personnel in providing the Project Services and shall provide such records to the Buyer with each relevant invoice submitted in accordance with this Call-Off Schedule 5 (Pricing Details)

## 8. Contract Implementation Invoicing

- 8.1. The following invoice terms will apply to implementation services as per Call-Off Schedule 13 (Implementation Plan and Testing).
- 8.2. Suppliers should submit invoices for implementation services to the Buyer within two working days of receipt of an accepted Milestone Certificate.
- 8.3. The Buyer will receipt each valid invoice for Milestone payment by the last working day of the Milestone month. For example, if the Milestone completion date is 15<sup>th</sup> of the month. The invoice should be with the Buyer by close of business on the 17<sup>th</sup> and the Buyer will receipt the invoice by the 31<sup>st</sup> or the last working day of the month.
- 8.4. All invoices relating to Implementation must be submitted in accordance with the provisions of this Call-Off Contract and to the following email addresses:
- 8.5. **REDACTED REDACTED** shows separately:
  - the VAT added to the due and payable Call-Off Contract Charges of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and
  - it is supported by any other documentation reasonably required by the Buyer to substantiate that the invoice is a Valid Invoice.
- 8.6. Each invoice must include:
  - All appropriate references, including the unique reference number and PO number as instructed in the Order Form; and
  - a detailed breakdown of the Delivered Services, including the Milestone(s) (if any) and Deliverable(s) within this Call-Off Contract to which the Delivered Services relate, against the applicable due and payable Call-Off Contract Charges.

## 9. Service Levels

9.1. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Call Off Schedule 14 - Service Levels, Service Credits and Performance Monitoring, as appropriate, 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 Service Level Failure.

9.2. Service Credits and Delay Discounts during the UNAS Call-Off Contract Period may be accrued and refunded to the Buyer via a credit invoice or if requested by the Buyer during the Quarterly Business Review (as per Call-Off Schedule 15 (Contract Management)) placed into a fund (Credit Pot) which will be held by the Supplier and will be available to the Buyer for deductions against the Charges or used as a deduction against new services which will be agreed via the Variation Procedure.

## **10. Charges Beyond the Initial Call-Off Contract Period**

10.1. In the event that the Buyer exercises its option to extend the Call-Off Contract beyond the Initial Call-Off Period, the Parties shall discuss in good faith (and agree in accordance with the Variation Procedure) any changes required to the Call-Off Contract Charges in order to reflect any impact (if any) of the extension.

## **11. Indexation**

11.1. The Call-Off Contract Charges included in Table 1, Table 2, Annex 1, and Annex 2, of this Call-Off Schedule 5 (Pricing Details) which includes Catalogue Items for the Network Infrastructure, Software, Support, On-Site Support Costs, Man Day Rates, and other charges shall not be adjusted for indexation.

## **12. Catalogue Pricing**

12.1. Table 1 – UNAS Catalogue includes pricing proposed for the Network Equipment and Software by the Supplier as part of the Further Competition. Both Parties agree that following Contract Award, the pricing included in Tables 1 and 2 will be reviewed at each Quarterly Business Review board meeting as per Call-Off Schedule 15 (Contract Management), until it is agreed by both Parties that no further amendments are required following completion of the majority of site surveys.

12.2. The purpose of the initial review will be to agree and include specific costs for site types rather than the high-level pricing currently included in Table 1 – UNAS Catalogue from the Suppliers Further Competition bid response. To be clear, the proposed unit cost and discounts will not be amended. The purpose of the review will be to provide specific site type pricing rather than the generic pricing that has been included for all site types. Both Parties accept that the amendments required to the proposed pricing included at Contract Signatures will be subject to site survey and completion of a minimum of 100 sites being transitioned to UNAS.

12.3. Any amendments required to Table 1 – UNAS Catalogue and Table 2 - UNAS Provision and Installation Charges will be agreed between both Parties and included in the contract via the agreed Contract Variation process.

**Table 1 – UNAS Catalogue**

No	Item	Detailed Description (of service)	Assumed Day/Hourly Man Days Required	Charges (exc VAT)
1	<b>Cabling Services (IH)</b>	Site specific Cabling Services to be performed at site in accordance with Section 3.5.2 of the Responsibility Matrix within Call-Off Schedule 20 - Specification. Charge will be as per On Site Request.	1	<b><u>REDACTED</u></b>
2	<b>Cabling Services (OOH)</b>	Site specific Cabling Services to be performed at site in accordance with Section 3.5.2 of the Responsibility Matrix within Call-Off Schedule 20 - Specification. Charge will be as per On Site Request.	2	<b><u>REDACTED</u></b>
3	<b>Network Installation - (IH)</b>	Installations of Network Equipment at sites in accordance with Section 3.3.1.9 of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	1	<b><u>REDACTED</u></b>
4	<b>Network Installation - (OOH)</b>	Installations of Network Equipment at sites in accordance with Section 3.3.1.9 of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	2	<b><u>REDACTED</u></b>
5	<b>Fault Finding and Resolution - (IH)</b>	Fault Finding and Resolution at a site in accordance with Section 3.3.1.10 of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	1	<b><u>REDACTED</u></b>
6	<b>Fault Finding and Resolution - (OOH)</b>	Fault Finding and Resolution at a site in accordance with Section 3.3.1.10 of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	1	<b><u>REDACTED</u></b>
7	<b>Replacement of Faulty Network Equipment (IH)</b>	Replacement of Network Equipment at a site in accordance with Section 3.3.1.11 of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	1	<b><u>REDACTED</u></b>
8	<b>Replacement of Faulty Network Equipment (OOH)</b>	Replacement of Network Equipment at a site in accordance with Section 3.3.1.11 of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	2	<b><u>REDACTED</u></b>
9	<b>Equipment Room Survey - (IH)</b>	Surveys to be performed in accordance with Section 3.3.1.8 of the of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	1	<b><u>REDACTED</u></b>
10	<b>Equipment Room Survey - (OOH)</b>	Surveys to be performed in accordance with Section 3.3.1.8 of the of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	1	<b><u>REDACTED</u></b>
11	<b>Wireless Site Survey - (IH)</b>	Surveys to be performed in accordance with Section 3.3.1.8 of the of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	1	<b><u>REDACTED</u></b>

12	<b>Wireless Site Survey - (OOH)</b>	Surveys to be performed in accordance with Section 3.3.1.8 of the of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	1	<b><u>REDACTED</u></b>
13	<b>Cabling Survey - (IH)</b>	Surveys to be performed in accordance with Section 3.3.1.8 of the of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	1	<b><u>REDACTED</u></b>
14	<b>Cabling Survey - (OOH)</b>	Surveys to be performed in accordance with Section 3.3.1.8 of the of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	2	<b><u>REDACTED</u></b>
15	<b>Decommission of Network Equipment (IH)</b>	Undertake activities to Decommission Network Equipment in accordance with Section 3.3.1.12 of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	1	<b><u>REDACTED</u></b>
16	<b>Decommission of Network Equipment (OOH)</b>	Undertake activities to Decommission Network Equipment in accordance with Section 3.3.1.12 of the Responsibility Matrix within Call-Off Schedule 20 - Specification.	2	<b><u>REDACTED</u></b>
17	<b>Field Engineering Services - Severity 1</b>	Field Engineering Service to be provided in accordance with Section 3.2.1 of Call-Off Schedule 20 - Specification and Service Level 11 within Call-Off Schedule 14 - Service Levels. Charge will be as per On Site Request.	1	<b><u>REDACTED</u></b>
18	<b>Field Engineering Services - Severity 2</b>	Field Engineering Service to be provided in accordance with Section 3.2.1 of Call-Off Schedule 20 - Specification and Service Level 12 within Call-Off Schedule 14 - Service Levels. Charge will be as per On Site Request.	1	<b><u>REDACTED</u></b>
19	<b>Field Engineering Services - Severity 3</b>	Field Engineering Service to be provided in accordance with Section 3.2.1 of Call-Off Schedule 20 - Specification and Service Level 13 within Call-Off Schedule 14 - Service Levels. Charge will be as per On Site Request.	1	<b><u>REDACTED</u></b>
20	<b>Field Engineering Services - Severity 4</b>	Field Engineering Service to be provided in accordance with Section 3.2.1 of Call-Off Schedule 20 - Specification and Service Level 14 within Call-Off Schedule 14 - Service Levels. Charge will be as per On Site Request.	1	<b><u>REDACTED</u></b>
21	<b>Spares</b>	In the absence of a tab for spares, we have included spares as a separate tab 5.1 Spares. Discounted pricing on spares only available at the point of contract signature - subsequent additional purchases assumed from catalogue as below	1	<b><u>REDACTED</u></b>
22	<b><u>REDACTED</u></b>	<b><u>REDACTED</u></b>	<b><u>REDACTED</u></b>	<b><u>REDACTED</u></b>

23	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
24	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
25	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
26	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
27	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
28	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
29	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
30	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
31	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
32	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
33	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
34	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
35	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
36	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
37	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
38	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
39	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
40	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
41	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>

42	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
43	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
44	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
45	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
46	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
47	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
48	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
49	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
50	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
51	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
52	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
53	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
54	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
55	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
56	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
57	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
58	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
59	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
60	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>

61	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
62	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
63	<b>Service Management - 4th Line Vendor Engagement, Reporting and Trend Analysis</b>	5 year term for monthly Service Level reporting, trend analysis and 4th Line Vendor Engagement	1	<u>REDACTED</u>
64	<b>UN01 to UN09 Site Type - Wireless Survey (IH)</b>	On site wireless survey, assumed single floor and up to 4 access points	1	<u>REDACTED</u>
65	<b>UN01 to UN09 Site Type - Cabling Survey (IH)</b>	Cabling survey, assumed single floor and up to 4 access points	1	<u>REDACTED</u>
66	<b>UN01 to UN09 Site Type - Wireless Survey (OOH)</b>	On site wireless survey, assumed single floor and up to 4 access points	2	<u>REDACTED</u>
67	<b>UN01 to UN09 Site Type - Cabling Survey (OOH)</b>	Cabling survey, assumed single floor and up to 4 access points	2	<u>REDACTED</u>
68	<b>UN10 to UN19 Site Type - Wireless Survey (IH)</b>	On site wireless survey, assumed up to eight floors and up to 64 access points	2	<u>REDACTED</u>
69	<b>UN10 to UN19 Site Type - Cabling Survey (IH)</b>	Cabling survey, assumed up to eight floors and up to 64 access points	2	<u>REDACTED</u>
70	<b>UN10 to UN19 Site Type - Wireless Survey (OOH)</b>	On site wireless survey, assumed up to eight floors and up to 64 access points	2	<u>REDACTED</u>
71	<b>UN010 to UN19 Site Type - Cabling Survey (OOH)</b>	Cabling survey, assumed up to eight floors and up to 64 access points	2	<u>REDACTED</u>
72	<b>UN20 to UN27 Site Type - Wireless Survey (IH)</b>	On site wireless survey, assumed eight to seventeen floors and up to 170 access points	3	<u>REDACTED</u>
73	<b>UN20 to UN27 Site Type - Cabling Survey (IH)</b>	Cabling survey, assumed eight to seventeen floors and up to 170 access points	3	<u>REDACTED</u>
74	<b>UN20 to UN27 Site Type - Wireless Survey (OOH)</b>	On site wireless survey, assumed eight to seventeen floors and up to 170 access points	4	<u>REDACTED</u>
75	<b>UN20 to UN27 Site Type - Cabling Survey (OOH)</b>	Cabling survey, assumed eight to seventeen floors and up to 170 access points	4	<u>REDACTED</u>
76	<b>Patch Cabling</b>	CAT6A shielded LSZH / LSOH 1M - Supply Only		<u>REDACTED</u>
77	<b>Patch Cabling</b>	CAT6A shielded LSZH / LSOH 3M - Supply Only		<u>REDACTED</u>
78	<b>Patch Cabling</b>	CAT6A shielded LSZH / LSOH 5M - Supply Only		<u>REDACTED</u>

79	Patch Cabling	CAT6A shielded LSZH / LSOH 10M - Supply Only		<u>REDACTED</u>
80	CAT6A Cable	CAT6A Shielded LSZH / LSOH 305m reel - Supply only		<u>REDACTED</u>
81	Cabling Services	Simple cable route materials per run (alternative to other catalogue items subject to survey)		<u>REDACTED</u>
82	Fibre Patch Leads	OM4 Fibre Patch Lead LC/LC 50/125 Supply Only		<u>REDACTED</u>
83	Fibre Patch Leads	LC - LC OM4 MM Fibre Patch lead 3m - Supply Only		<u>REDACTED</u>
84	Fibre Patch Leads	LC - LC OM4 MM Fibre Patch lead 5m - Supply Only		<u>REDACTED</u>
85	Fibre Patch Leads	LC - LC OM4 MM Fibre Patch lead 10m - Supply Only		<u>REDACTED</u>
86	Fibre Accessories	LC Fibre Adaptor - Supply Only		<u>REDACTED</u>
87	Fibre Accessories	LC Duplex Multimode Adaptor - Supply Only		<u>REDACTED</u>
88	Cable Management	1U Horizontal Cable Management bar - Supply Only		<u>REDACTED</u>
89	Cable Management	24-way Krone Cat6e 1U PCB patch panel black - Supply Only		<u>REDACTED</u>
90	Cable Management	24-way Krone Fibre 1U patch panel - Supply Only		<u>REDACTED</u>
91	Comms Cabinet	42U 800 x 800 Floor Mounted Cab - Supply Only		<u>REDACTED</u>
92	Comms Cabinet	600mm DEEP RACK FIXED SHELF 400mm -LOADCAP 90K - Supply Only		<u>REDACTED</u>
93	Comms Cabinet	15U 19 inch 600mm Wall Mounted Cab - Supply Only		<u>REDACTED</u>
94	Comms Cabinet	12U 19 inch 600mm Wall Mounted Cab - Supply Only		<u>REDACTED</u>
95	Comms Cabinet	Supply & Fit Rack Mount Fan Tray - Supply Only		<u>REDACTED</u>
96	Fibre Cabling	Internal 12 Core SM Fibre Install (LS0H) per metre - Supply Only		<u>REDACTED</u>
97	Fibre Cabling	Internal 12 Core MM Fibre Install (LS0H) per metre - Supply Only		<u>REDACTED</u>

98	Fibre Cabling	Internal 24 Core SM Fibre Install (LS0H) per metre - Supply Only		<u>REDACTED</u>
99	Fibre Cabling	Internal 24 Core MM Fibre Install (LS0H) per metre - Supply Only		<u>REDACTED</u>
100	Fibre Cabling	24 Port ST MM Fibre Patch Panel - Supply Only		<u>REDACTED</u>
101	Fibre Cabling	ST Media Converter Multi-mode - Supply Only		<u>REDACTED</u>
102	Fibre Cabling	LC Media Converter Single-mode - Supply Only		<u>REDACTED</u>
103	Fibre Cabling	2 Core MM LSOH Fibre Optic Cable per metre - Supply Only		<u>REDACTED</u>
104	Fibre Cabling	4 Core MM LSOH Fibre Optic Cable per metre - Supply Only		<u>REDACTED</u>
105	Fibre Cabling	Single ST Fibre Outlet 2core - Supply Only		<u>REDACTED</u>
106	Fibre Cabling	Double ST Fibre Outlet 4core - Supply Only		<u>REDACTED</u>
107	Fibre Cabling	Single ST Fibre Metal Outlet 2core - Supply Only		<u>REDACTED</u>
108	Fibre Cabling	Double ST Fibre Metal Outlet 4core - Supply Only		<u>REDACTED</u>
109	Fibre Cabling	Terminate ST MM Fibre per core - Supply Only		<u>REDACTED</u>
110	Fibre Cabling	Terminate SM Fibre per core - Supply Only		<u>REDACTED</u>
111	Fibre Cabling	Test SM Fibre per core - Supply Only		<u>REDACTED</u>
112	Fibre Cabling	Test MM Fibre per core - Supply Only		<u>REDACTED</u>
113	Fibre Cabling	24 Port SM Fibre Patch Panel - Supply Only		<u>REDACTED</u>
114	Fibre Cabling	24 Port MM Fibre Patch Panel - Supply Only		<u>REDACTED</u>
115	Cabling accessories	20mm PVC Conduit per metre - Supply Only		<u>REDACTED</u>
116	Cabling accessories	50mm PVC Trunking per metre - Supply Only		<u>REDACTED</u>

117	<b>Cabling accessories</b>	100mm PVC Trunking per metre - Supply Only		<b><u>REDACTED</u></b>
118	<b>Cabling accessories</b>	25mm Galv Conduit per metre - Supply Only		<b><u>REDACTED</u></b>
119	<b>Cabling accessories</b>	32mm Galv Conduit per metre - Supply Only		<b><u>REDACTED</u></b>
120	<b>Cabling accessories</b>	50mm Galv Trunking per metre - Supply Only		<b><u>REDACTED</u></b>
121	<b>Cabling accessories</b>	100mm Galv Trunking per metre - Supply Only		<b><u>REDACTED</u></b>
122	<b>Cabling accessories</b>	Flexible Insulated 20mm Steel Conduit per metre - Supply Only		<b><u>REDACTED</u></b>
123	<b>Cabling accessories</b>	Cable Clipping to wall per metre - Supply Only		<b><u>REDACTED</u></b>
124	<b>Cabling accessories</b>	Cable Sheath per metre - Supply Only		<b><u>REDACTED</u></b>
125	<b>Cabling accessories</b>	Cavity Wall Fixings Metal - Supply Only		<b><u>REDACTED</u></b>
126	<b>Cabling accessories</b>	Wall Plugs Metal - Supply Only		<b><u>REDACTED</u></b>
127	<b>Cabling accessories</b>	Fire Rated Concrete Screw - Supply Only		<b><u>REDACTED</u></b>
128	<b>Cabling accessories</b>	Cage Nuts Pack of 50 - Supply Only		<b><u>REDACTED</u></b>
129	<b>Cabling accessories</b>	6 to 8mm Double Fire Clip - Supply Only		<b><u>REDACTED</u></b>
130	<b>Cabling accessories</b>	9 to 11mm single fire clip - Supply Only		<b><u>REDACTED</u></b>
131	<b>Cabling accessories</b>	18 to 20mm single fire clip white - Supply Only		<b><u>REDACTED</u></b>
132	<b>Cabling accessories</b>	50mm trunking fire clips - Supply Only		<b><u>REDACTED</u></b>
133	<b>Cabling accessories</b>	260mm x 4.6mm Cable Ties Stainless Steel - Supply Only		<b><u>REDACTED</u></b>
134	<b>Cabling accessories</b>	360mm x 4.6mm Cable Ties Stainless Steel - Supply Only		<b><u>REDACTED</u></b>
135	<b>Cabling accessories</b>	520mm x 4.6mm Cable Ties Stainless Steel - Supply Only		<b><u>REDACTED</u></b>

136	Cabling accessories	300mm x 4.6mm black cable ties - Supply Only		<u>REDACTED</u>
137	Cabling accessories	100mm x 2.5mm black cable ties - Supply Only		<u>REDACTED</u>
138	Cabling accessories	Velcro Ties - Supply Only		<u>REDACTED</u>
139	Cabling accessories	Insulation Tape - Supply Only		<u>REDACTED</u>
140	Cabling accessories	Intumescent Fire Sealant Tube - Supply Only		<u>REDACTED</u>
141	Cabling accessories	PVC conduit glue - Supply Only		<u>REDACTED</u>
142	Cabling accessories	Carpet Adhesive - Supply Only		<u>REDACTED</u>
143	Cabling accessories	25mm conduit fixing clip - Supply Only		<u>REDACTED</u>
144	Cabling accessories	25mm metal white saddles - Supply Only		<u>REDACTED</u>
145	Cabling accessories	25mm PVC white conduit terminal box - Supply Only		<u>REDACTED</u>
146	Cabling accessories	25mm PVC white through box - Supply Only		<u>REDACTED</u>
147	Cabling accessories	25mm PVC white angle box - Supply Only		<u>REDACTED</u>
148	Cabling accessories	25mm PVC white tee box - Supply Only		<u>REDACTED</u>
149	Cabling accessories	25mm PVC white standard coupler - Supply Only		<u>REDACTED</u>
150	Cabling accessories	25mm PVC white inspection bend - Supply Only		<u>REDACTED</u>
151	Cabling accessories	25mm PVC white female adaptor - Supply Only		<u>REDACTED</u>
152	Cabling accessories	25mm Flexible Polypropalene conduit LSOH - Supply Only		<u>REDACTED</u>
153	Cabling accessories	16mm x 25mm PVC white mini trunking - Supply Only		<u>REDACTED</u>
154	Cabling accessories	16mm x 25mm PVC white stop end - Supply Only		<u>REDACTED</u>

155	<b>Cabling accessories</b>	16mm x 25mm PVC white flat angle - Supply Only		<b><u>REDACTED</u></b>
156	<b>Cabling accessories</b>	16mm x 25mm PVC white internal angle - Supply Only		<b><u>REDACTED</u></b>
157	<b>Cabling accessories</b>	16mm x 25mm PVC white external angle - Supply Only		<b><u>REDACTED</u></b>
158	<b>Cabling accessories</b>	16mm x 25mm PVC white external coupler - Supply Only		<b><u>REDACTED</u></b>
159	<b>Cabling accessories</b>	16mm x 25mm PVC adaptor for back box - Supply Only		<b><u>REDACTED</u></b>
160	<b>Cabling accessories</b>	38mm x 25mm PVC white mini trunking - Supply Only		<b><u>REDACTED</u></b>
161	<b>Cabling accessories</b>	38mm x 50mm PVC white mini trunking - Supply Only		<b><u>REDACTED</u></b>
162	<b>Cabling accessories</b>	38mm x 50mm PVC white flat angle - Supply Only		<b><u>REDACTED</u></b>
163	<b>Cabling accessories</b>	38mm x 50mm PVC white internal angle - Supply Only		<b><u>REDACTED</u></b>
164	<b>Cabling accessories</b>	38mm x 50mm PVC white external angle - Supply Only		<b><u>REDACTED</u></b>
165	<b>Cabling accessories</b>	50mm x 50mm PVC white mini trunking - Supply Only		<b><u>REDACTED</u></b>
166	<b>Cabling accessories</b>	50mm x 50mm PVC white flat angle - Supply Only		<b><u>REDACTED</u></b>
167	<b>Cabling accessories</b>	50mm x 50mm PVC white internal angle - Supply Only		<b><u>REDACTED</u></b>
168	<b>Cabling accessories</b>	50mm x 50mm PVC white external angle - Supply Only		<b><u>REDACTED</u></b>
169	<b>Cabling accessories</b>	20mm PVC white conduit terminal box - Supply Only		<b><u>REDACTED</u></b>
170	<b>Cabling accessories</b>	20mm PVC white angle box - Supply Only		<b><u>REDACTED</u></b>
171	<b>Cabling accessories</b>	20mm PVC white through box - Supply Only		<b><u>REDACTED</u></b>
172	<b>Cabling accessories</b>	20mm PVC white standard coupler - Supply Only		<b><u>REDACTED</u></b>
173	<b>Cabling accessories</b>	20mm PVC white inspection bend - Supply Only		<b><u>REDACTED</u></b>
174	<b>Specialist Core Drilling</b>	Specialist Core drilling up to 150mm - Supply Only		

				<u>REDACTED</u>
175	<b>Specialist Core Drilling</b>	Specialist Core drilling from 151mm to 300mm - Supply Only		<u>REDACTED</u>
176	<b>Cabling Bracket</b>	Cantilever Bracket - Supply Only		<u>REDACTED</u>
177	<b>Cabling Bracket</b>	Stirrup Bracket - Supply Only		<u>REDACTED</u>
178	<b>Cabling Bracket</b>	L- Bracket - Supply Only		<u>REDACTED</u>
179	<b>Cabling Installation Access</b>	Base Access Tower 3.2 Metres per week - Supply Only		<u>REDACTED</u>
180	<b>Cabling Installation Access</b>	Boom Lift (Cherry Picker) per week - Supply Only		<u>REDACTED</u>
181	<b>Site Services</b>	Asbestos Refurb Survey (IH) - Supply Only		<u>REDACTED</u>
182	<b>Site Services</b>	Asbestos Refurb Survey (OOH) - Supply Only		<u>REDACTED</u>
183	<b>Site Services</b>	Fire Stopping - Supply Only		<u>REDACTED</u>
184	<b>Abortive Site Visit Charge (IH)</b>	Customer Cancelled transition or survey after engineer attends site - Supply Only	1	<u>REDACTED</u>
185	<b>Abortive Site Visit Charge (OOH)</b>	Customer Cancelled transition or survey after engineer attends site - Supply Only	1	<u>REDACTED</u>
186	<b>Courier Service</b>	Delivery of Network equipment per parcel - eg One switch or AP		<u>REDACTED</u>
187	<b>Uninterrupted Power Supply (UPS)</b>	APC Smart-UPS SC 450VA UPS - 280 Watt - 450 VA		<u>REDACTED</u>

**Table 2 – UNAS Provision and Installation Charges**

<b>Transition/Implementation Site Templates</b>		
<b>Site Template Reference</b>	<b>Number of Sites</b>	<b>Site Template Price</b>
UN01	230	<u>REDACTED</u>
UN02	208	<u>REDACTED</u>
UN03	111	<u>REDACTED</u>
UN04	112	<u>REDACTED</u>
UN05	63	<u>REDACTED</u>
UN06	47	<u>REDACTED</u>
UN07	42	<u>REDACTED</u>
UN08	19	<u>REDACTED</u>
UN09	18	<u>REDACTED</u>
UN10	8	<u>REDACTED</u>
UN11	10	<u>REDACTED</u>
UN12	4	<u>REDACTED</u>
UN13	5	<u>REDACTED</u>
UN14	6	<u>REDACTED</u>
UN15	1	<u>REDACTED</u>
UN16	1	<u>REDACTED</u>
UN17	3	<u>REDACTED</u>
UN18	1	<u>REDACTED</u>
UN19	3	<u>REDACTED</u>
UN20	1	<u>REDACTED</u>
UN21 (HUB Site)	1	<u>REDACTED</u>
UN22 (HUB Site)	1	<u>REDACTED</u>

UN23 (HUB Site)	1	<u>REDACTED</u>
UN24 (HUB Site)	1	<u>REDACTED</u>
UN25 (HUB Site)	1	<u>REDACTED</u>
UN26 (HUB Site)	1	<u>REDACTED</u>
UN27 (HUB Site)	1	<u>REDACTED</u>
Programme		<u>REDACTED</u>

### 13. Cancellation/Rescheduling Charges

13.1. Where the implementation of UNAS at a site is cancelled (i.e., the Buyer ceases a site prior to Acceptance) or a Site(s) is rescheduled by either the Buyer or the Supplier, the applicable cancellation and/or rescheduling charges set out in this Paragraph 13 and the relevant periods shall apply. For the avoidance of doubt, site rescheduling dates are dependent on the availability of Network Infrastructure hardware.

13.2. The re-scheduling charges shall be calculated against the Site Implementation Visit Charges, Network Infrastructure hardware delivery Charges and site survey Catalogue Charges as set out in Annex 2 and Paragraph 13.5 of this Call-Off Schedule 5 (Pricing Details). The reschedule charge that will apply will be subject to the period of notice provided by one Party to the other as set out in Table 3 and Table 4 below. At the end of each applicable Milestone, the Parties shall calculate the reschedule charges owed by each Party.

- For the purposes of the Supplier Site Implementation Visit Re-Scheduling Charge, this is the engineering time lost as per Annex 1 (SFIA Rate Card) for the field engineering resources allocated to the specific site type for the Estate Transition. This excludes activities such as floorwalking. The cost has been calculated as per each site type from Table 2 and included in Annex 2 of this Call-Off Schedule 5 (Pricing Details). Evidence of these charges must be provided to the Buyer.
- For the purposes of the Supplier Network Infrastructure hardware delivery re-scheduling Charge, this cost is calculated based on the courier charges applicable to the pre-arranged Supplier Network Infrastructure hardware delivery. Evidence of these charges must be provided to the Buyer.
- For the purposes of the Supplier site survey Catalogue re-scheduling Charge, this cost is calculated from the applicable site survey Catalogue Charge as set out in Table 1 – UNAS Catalogue.

13.3. In the event that either Party requests a review and/or discussion of the re-scheduling charges for Estate Transition, these will be discussed at the Quarterly Business Review board meeting as per Call-Off Schedule 15 (Contract Management).

**Table 3 – Buyer Responsible, Supplier Notice Period**

<b>Buyer responsible, Supplier Notice Period</b>			
	<b>2 Working Days or less</b>	<b>5 Working Days or less</b>	<b>&gt;5 Working Days</b>
<b>Site Implementation Visit Charges - Cancel / Reschedule / Remove from Scope</b>	100%	50%	No Charge
<b>Site survey - Cancel / Reschedule / Remove from Scope</b>	100%	50%	No Charge
	<b>3 Working Days or less</b>	<b>&gt; 3 Working Days</b>	
<b>Cancel Network Infrastructure hardware delivery</b>	100% of the Courier Charge	No Charge	

13.4. Where a site cannot be re-scheduled with the supply chain, for installations that go beyond the notice period set out in Table 3, the Supplier Site Implementation Visit Charge that goes beyond the applicable notice period as set out in Table 3 provided by the Buyer will be amended in line with the applicable charge percentage below. For example, if a UN site Implementation Visit is expected to take 6 working days and the Buyer provides 2 working days' notice, the applicable re-scheduling charge will be 100% for the first working day, 50% for the next 3 working days and no charge for the final two working days.

<b>Install (Days)</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Notice Period (Days)</b>	2	3	4	5	6	7
<b>% Charge Applicable</b>	100%	50%	50%	50%	0%	0%

13.5. For the purposes of the Buyer rescheduling charges, the charges applicable will be for the associated costs for security guards, testers, and the charges applicable to the operational change team.

13.6. In the event that the Supplier wishes to re-schedule a Site(s), the Buyer Site Implementation Charge shall be.

- **REDACTED** (<2 working day notice)

**Table 4 – Supplier Responsible, Buyer Notice Period**

<b>Supplier responsible, Buyer Notice Period</b>				
	<b>&lt;2 Working day</b>	<b>&gt;2 &lt;3 Working Days</b>	<b>4 Working Days</b>	<b>&gt;5 Working Days</b>
<b>Cancel / Remove from Scope</b>	100%	75%	50%	No Charge
<b>Cancel / Reschedule</b>	100%	75%	50%	No Charge

13.7. For the purpose of this Paragraph 13, Working Day(s') shall be 9.00 a.m. to 5.00 p.m. Monday to Friday (excluding Bank Holidays).

**Annex 1 – SFIA Rate Card**

<b>Skills for the Information Age (SFIA) Definitions and Rate Card</b>								
<b>Role</b>		<b>Strategy &amp; Architecture</b>	<b>Business Change</b>	<b>Solution Development &amp; Implementation</b>	<b>Service Management</b>	<b>Procurement &amp; Management Support</b>	<b>Client Interface</b>	<b>Activity Description</b>
<b>1</b>	<b>Follow</b>	<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>	N/A
<b>2</b>	<b>Assist</b>	<b>REDACTED</b>	<b>RE-DACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>	N/A

3	Apply	<u>REDACTED</u>	<u>RE-DACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	Site Transition Surveys, Site Installations, Site Decommissioning
4	Enable	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	Site Rollout Engineering, Service Management
5	Ensure / Advise	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	Core Design and Build, Site Design, 4th Line Support
6	Initiate / Influence	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	Programme Delivery Management
7	Set Strategy / Inspire	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>	Programme Delivery Management

#### Annex 2 – Buyer Responsible Supplier Charges

Site Template Reference	Reschedule / Cancellation Charge (Supplier Site Implementation Visit Charge)	Reschedule / Cancellation Charge (Network Infrastructure hardware delivery Charge)	Site survey - Cancel / Reschedule / Remove from Scope
UN01	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN02	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN03	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN04	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN05	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN06	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>

UN07	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN08	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN09	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN10	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN11	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN12	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN13	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN14	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN15	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN16	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN17	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN18	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN19	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN20	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN21 (HUB Site)	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN22 (HUB Site)	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN23 (HUB Site)	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>

UN24 (HUB Site)	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN25 (HUB Site)	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN26 (HUB Site)	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>
UN27 (HUB Site)	<u>REDACTED</u>	<u>REDACTED</u>	<u>REDACTED</u>

1. Supplier Site Implementation Visit Charges set out in this Annex 2 are indicative based on the UN Site Template Reference. The Supplier will work with its supply chain to reallocate resources for Site Implementation Visits where possible. Where resources can be reasonably reallocated at no cost to the Supplier, the Site Implementation Visit Charges shall be amended accordingly.
2. When calculating the Reschedule / Cancellation Charge in accordance with this Annex 2 if, as a result of a site survey, a UN site type falls into a different Site Template Reference category as mutually agreed by the Parties, the different Site Template Reference category shall determine the applicable rescheduling/cancellation charge.



# RM3808 Call-Off Schedule 6 (ICT Services)

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## 1. Definitions

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

<b>"Buyer Property"</b>	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;
<b>"Buyer Software"</b>	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;
<b>"Buyer System"</b>	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;
<b>"Commercial off the shelf Software" or "COTS Software"</b>	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;
<b>"Core Network"</b>	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes

	any configuration information specifically associated with a specific Call-Off Contract;
<b>"Defect"</b>	<p>any of the following:</p> <ol style="list-style-type: none"> <li>a) any error, damage or defect in the manufacturing of a Deliverable; or</li> <li>b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</li> <li>c) 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</li> <li>d) 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;</li> </ol>
<b>"Emergency Maintenance"</b>	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;
<b>"ICT Environment"</b>	the Buyer System and the Supplier System;
<b>"Licensed Software"</b>	all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
<b>"Maintenance Schedule"</b>	has the meaning given to it in paragraph 8 of this Schedule;
<b>"Malicious Software"</b>	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;
<b>"New Release"</b>	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;

<b>"Open Source Software"</b>	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;
<b>"Operating Environment"</b>	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a) the Deliverables are (or are to be) provided; or</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or</li> <li>c) where any part of the Supplier System is situated;</li> </ul>
<b>"Permitted Maintenance"</b>	has the meaning given to it in paragraph 8.2 of this Schedule;
<b>"Quality Plans"</b>	has the meaning given to it in paragraph 6.1 of this Schedule;
<b>"Sites"</b>	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;
<b>"Software"</b>	Specially Written Software COTS Software and non-COTS Supplier and third party software;
<b>"Software Supporting Materials"</b>	has the meaning given to it in paragraph 9.1 of this Schedule;
<b>"Source Code"</b>	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;
<b>"Specially Written Software"</b>	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
<b>"Supplier System"</b>	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);

## **2. When this Schedule should be used**

- 2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT services which are part of the Deliverables.

## **3. Buyer due diligence requirements**

- 3.1. This paragraph 3 applies where the Buyer has conducted a Further Competition Procedure. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
  - 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
  - 3.1.2. operating processes and procedures and the working methods of the Buyer;
  - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
  - 3.1.4. 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.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:
  - 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
  - 3.2.2. each aspect, if any, of the Operating Environment where the provision of the Services will be subject to site surveys, wayleaves and/or any other consents not yet granted;
  - 3.2.3. the actions needed to remedy each such unsuitable aspect; and
  - 3.2.4. a timetable for and the costs of those actions.

## **4. Software warranty**

- 4.1. The Supplier represents and warrants that:
  - 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Subcontractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
  - 4.1.2. all components of the Specially Written Software shall:
    - 4.1.2.1. be free from material design and programming errors;
    - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
    - 4.1.2.3. not infringe any IPR.

## **5. Provision of ICT Services**

- 5.1. The Supplier shall:
  - 5.1.1. 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;
  - 5.1.2. 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;
  - 5.1.3. ensure that the Supplier System will be free of all encumbrances;
  - 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
  - 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

## **6. Standards and Quality Requirements**

- 6.1. The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, and within the timescales specified by the Buyer, develop, 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").
- 6.2. 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.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
  - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
  - 6.4.2. 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
  - 6.4.3. 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.

## **7. ICT Audit**

- 7.1. The Supplier shall allow any auditor access to the Supplier premises to:

- 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
- 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
- 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

## **8. Maintenance of the ICT Environment**

- 8.1. The Supplier shall where requested by the Buyer as part of their Further Competition Procedure, 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.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network) (which shall be known as "Permitted Maintenance") in accordance with the Maintenance Schedule.
- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.
- 8.4. 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.

## **9. Intellectual Property Rights in ICT**

### **9.1. Assignments granted by the Supplier: Specially Written Software**

- 9.1.1. 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:
  - 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
  - 9.1.1.2. 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").
- 9.1.2. The Supplier shall:
  - 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
  - 9.1.2.2. 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

9.1.2.3. 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.

9.1.3. 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.

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

9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grant to the Buyer a perpetual, royalty-free and non-exclusive licence to use, adapt, and sub-license the same for any purpose relating to the 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.

9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

9.2.3.1. 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

9.2.3.2. 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.

- 9.2.4. Where the Supplier is unable to provide a licence of 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.
- 9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.2 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.
- 9.3. Licences for COTS Software by the Supplier and third parties to the Buyer
  - 9.3.1. 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.
  - 9.3.2. 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.
  - 9.3.3. 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 licensee 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.
  - 9.3.4. 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:
    - 9.3.4.1. will no longer be maintained or supported by the developer; or
    - 9.3.4.2. will no longer be made commercially available.

#### **9.4. Buyer's right to assign/novate licences**

- 9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
  - 9.4.1.1. a Central Government Body; or
  - 9.4.1.2. 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.
- 9.4.2. 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.

#### **9.5. Licence granted by the Buyer**

- 9.5.1. 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 Subcontractors provided that any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

## **9.6. Open Source Publication**

- 9.6.1. 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:
- 9.6.1.1. suitable for publication by the Buyer as Open Source; and
  - 9.6.1.2. based on Open Standards (where applicable),
- and the Buyer may, at its sole discretion, publish the same as Open Source.
- 9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:
- 9.6.2.1. 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;
  - 9.6.2.2. 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;
  - 9.6.2.3. do not contain any material which would bring the Buyer into disrepute;
  - 9.6.2.4. can be published as Open Source without breaching the rights of any third party;
  - 9.6.2.5. 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
  - 9.6.2.6. do not contain any Malicious Software.
- 9.6.3. 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:
- 9.6.3.1. 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
  - 9.6.3.2. 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.

## **9.7. Malicious Software**

- 9.7.1. 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.

- 9.7.2. 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.
- 9.7.3. 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:
  - 9.7.3.1. 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
  - 9.7.3.2. 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).

## **10. Supplier-Furnished Terms**

### 10.1. Software Licence Terms

- 10.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Part 1A of Call-Off Schedule 21.
- 10.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Part 1B of Call-Off Schedule 21.

## **11. CUSTOMER PREMISES**

### 11.1. Licence to occupy Buyer Premises

- 11.1.1. Any Buyer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call-Off Contract. The Supplier shall have the use of such Buyer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract and in accordance with Call-Off Schedule 10 (Exit Management).
- 11.1.2. The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.
- 11.1.3. Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call-Off Contract), should the Supplier require modifications to the

Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.

11.1.4. The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

11.1.5. The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

## 11.2. Security of Buyer Premises

11.2.1. The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

11.2.2. The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

## 12. Buyer Property

12.1. Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.

12.2. The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.

12.3. The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Subcontractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.

12.4. The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.

12.5. The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.

- 12.6. The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call-Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.
- 12.7. The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by an Authority Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

### **13. Supplier Equipment**

- 13.1. Unless otherwise stated in the Order Form (or elsewhere in this Call-Off Contract), the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2. The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 13.3. The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 13.4. All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
- 13.5. Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
- 13.6. The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.
- 13.7. The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
- 13.7.1. remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and
  - 13.7.2. replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

# RM3808 Call-Off Schedule 7 (Key Supplier Staff)

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1.1 The Annex 1 to this Schedule lists the key roles (“Key Roles”) and names of the persons who the Supplier shall appoint to fill those Key Roles (“Key Staff”) at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least two (2) weeks’ notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor

shall remove any Key Staff that the Buyer reasonably considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

## Annex 1

<b>Key Role</b>	<b>Key Staff</b>	<b>Contact Details</b>
Account Manager	<u>REDACTED</u>	<u>REDACTED</u>
DWP Delivery Principal	<u>REDACTED</u>	<u>REDACTED</u>

# RM3808 Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

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## PART A: Supplier BCDR Plan

### 1. BCDR Plan

- 1.1. Where the Buyer has not specified a bespoke BCDR Plan in accordance with Part B as part of a Further Competition Procedure, the Supplier's BCDR Plan at Annex 1 to this Part A will apply.
- 1.2. The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 1.3. The Supplier's BCDR Plan shall as a minimum detail the processes and arrangements that the Supplier shall follow to:
  - 1.3.1. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
  - 1.3.2. the recovery of the Deliverables in the event of a Disaster.
2. Throughout the life of the contract the Buyer may have a requirement for disaster recovery testing to be undertaken, in the event this testing is required a contract variation will be carried out in accordance with Clause 24 (Changing the Contract) of the Core Terms.

## **PART A: ANNEX 1 Supplier BCDR Plan**

- 1 The Key Subcontractor's Business Continuity and Disaster Recovery plan is appended within this Annex 1.
- 2 In the event of a relevant crisis or disaster the Supplier will ensure that it implements its own business continuity and disaster recovery plan and/or the Key Subcontractor implements its business continuity and disaster recovery plan (as appropriate). The Supplier's and the Key Subcontractor's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier and/or the Key Subcontractor if required at no additional cost to the Buyer.
- 3 The Supplier shall maintain their Business Continuity Management System ISO 22301 accreditation throughout the Term of this Call-Off Contract. For the avoidance of doubt, if the Buyer requires a copy of the Supplier's business continuity and disaster recovery plan, the Buyer shall initiate this request by email to [governanceandcompliance@softcat.com](mailto:governanceandcompliance@softcat.com) and the Parties shall negotiate in good faith and agree a Non-Disclosure Agreement (NDA) prior to the Supplier's business continuity and disaster recovery plan being made available and subject to any necessary redactions determined by the Supplier.
- 4 If requested by the Buyer prior to entering into this Call-Off Contract (or, where later, within 5 working days of receiving the business continuity and disaster recovery plan), the Key Subcontractor must ensure that the business continuity and disaster recovery plans are consistent with the Buyer's own plans.

**REDACTED**

# RM3808 Call-Off Schedule 9 (Security)

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## **Part A: Short Form Security Requirements – Not Used**

## PART B: Long Form Security Requirements

### 1. Definitions

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

<b>"Breach of Security"</b>	means the occurrence of: <ul style="list-style-type: none"><li>a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</li><li>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</li></ul> <p>in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;</p>
<b>"ISMS"</b>	the information security management system and process developed by the Supplier in accordance with Paragraph I (ISMS) as updated from time to time in accordance with this Schedule; and
<b>"Security Tests"</b>	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

### 2. Security Requirements

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

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

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

2.3.1. **REDACTED** (DWP)

2.3.2. **REDACTED** (UBDS)

2.3.3. **REDACTED** (Softcat)

2.4. The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.

- 2.5. Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.6. The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 2.7. The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.8. The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

### **3. Information Security Management System (ISMS)**

- 3.1. The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs The ISMS shall: to In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph The ISMS shall:, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with..
- 3.2. The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3. The Buyer acknowledges that;
  - 3.3.1. If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
  - 3.3.2. Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4. The ISMS shall:
  - 3.4.1. if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;

- 3.4.2. meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph **Error! Reference source not found.**;
- 3.4.3. at all times provide a level of security which:
- a) is in accordance with the Law and this Contract;
  - b) complies with the Baseline Security Requirements;
  - c) as a minimum demonstrates Good Industry Practice;
  - d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
  - e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
  - f) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk/>);
  - g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
  - h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
  - i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
  - j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph **Error! Reference source not found.**;
- 3.4.4. document the security incident management processes and incident response plans;
- 3.4.5. document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- 3.4.6. be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5. Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph The ISMS shall: shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6. In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph The ISMS shall:, the Supplier shall immediately notify the Buyer Representative of

such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

- 3.7. If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph I may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs The ISMS shall: to In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph The ISMS shall:, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with. shall be deemed to be reasonable.
- 3.8. Approval by the Buyer of the ISMS pursuant to Paragraph If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph I may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs The ISMS shall: to In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph The ISMS shall:, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with. shall be deemed to be reasonable. or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

#### 4. Security Management Plan

- 4.1. Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph **Error! Reference source not found.** fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph The Security Management Plan shall:.
- 4.2. The Security Management Plan shall:

- 4.2.1. be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
- 4.2.2. comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
- 4.2.3. identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 4.2.4. detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.5. unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.6. set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph The ISMS shall:);
- 4.2.7. demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.8. set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9. set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10. be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.11. be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

- 4.3. If the Security Management Plan submitted to the Buyer pursuant to Paragraph Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph **Error! Reference source not found.** fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph The Security Management Plan shall: is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph The Security Management Plan shall: shall be deemed to be reasonable.
- 4.4. Approval by the Buyer of the Security Management Plan pursuant to Paragraph If the Security Management Plan submitted to the Buyer pursuant to Paragraph Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph **Error! Reference source not found.** fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph The Security Management Plan shall: is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph The Security Management Plan shall: shall be deemed to be reasonable. or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

## 5. Amendment of the ISMS and Security Management Plan

- 5.1. The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1. emerging changes in Good Industry Practice;
  - 5.1.2. any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
  - 5.1.3. any new perceived or changed security threats;

- 5.1.4. where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
  - 5.1.5. any new perceived or changed security threats; and
  - 5.1.6. any reasonable change in requirement requested by the Buyer.
- 5.2. The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- 5.2.1. suggested improvements to the effectiveness of the ISMS;
  - 5.2.2. updates to the risk assessments;
  - 5.2.3. proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
  - 5.2.4. suggested improvements in measuring the effectiveness of controls.
- 5.3. Subject to Paragraph The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment., any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:, a Buyer request, a change to Annex **nnex 1** (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 5.4. The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## 6. Security Testing

- 6.1. The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2. The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such

Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.

- 6.3. Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4. Where any Security Test carried out pursuant to Paragraphs The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test. or Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.5. If any repeat Security Test carried out pursuant to Paragraph Where any Security Test carried out pursuant to Paragraphs The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test. or Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior

written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer. reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

## **7. Complying with the ISMS**

- 7.1. The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 7.2. If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3. If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

## **8. Security Breach**

- 8.1. Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2. Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security., the Supplier shall:
  - 8.2.1. immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
    - a) minimise the extent of actual or potential harm caused by any Breach of Security;
    - b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer

Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;

- c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

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

## **9. Vulnerabilities and fixing them**

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

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

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

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

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

9.3.1. the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software

- component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
- 9.3.2. the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
  - 9.3.3. the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4. The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
- 9.4.1. where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
  - 9.4.2. is agreed with the Buyer in writing.
- 9.5. The Supplier shall:
- 9.5.1. implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
  - 9.5.2. ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
  - 9.5.3. ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
  - 9.5.4. pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and;
  - 9.5.5. from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date

- of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
- 9.5.6. propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
  - 9.5.7. remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
  - 9.5.8. inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6. If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
  - 9.7. A failure to comply with Paragraph The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where: shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

## **PART B Annex 1: Baseline security requirements**

### **1. Handling Classified information**

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

### **2. End user devices**

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

### **3. Data Processing, Storage, Management and Destruction**

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

## **4. Ensuring secure communications**

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

## **5. Security by design**

- 5.1. The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2. When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification (<https://www.ncsc.gov.uk/articles/cesg-certification-ia-professionals-and-guidance-certification-ia-professionals-documents>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

## **6. Security of Supplier Staff**

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

## 7. Restricting and monitoring access

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

## 8. Audit

- 8.1. The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
  - 8.1.1. Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
  - 8.1.2. Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
  - 8.1.3. The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
  - 8.1.4. The Supplier shall retain audit records collected in compliance with this Paragraph **Audit** for a period of at least 6 Months.

**PART B Annex 2: Security Management Plan**

REDACTED

**Annex 3 – DWP Security Policy**

REDACTED

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## 1. Definitions

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

<b>"Core Network"</b>	the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;
<b>"Core Network Assets"</b>	the assets used in the provision of the Core Network;
<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier (or a Key Subcontractor) in the provision of the Deliverables;
<b>"Exit Information"</b>	has the meaning given to it in Paragraph 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 of this Schedule;
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under this Schedule;
<b>"Net Book Value"</b>	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);
<b>"Non-Exclusive Assets"</b>	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 excluding the Core Network Assets;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph During the Contract Period, the Supplier shall promptly: of this Schedule;
<b>"Replacement Goods"</b>	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;

<b>"Replacement Services"</b>	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 services are provided by the Buyer internally and/or by any third party;
<b>"Termination Assistance"</b>	<ul style="list-style-type: none"> <li>a) the provision of any configuration information reasonably required to effect the implementation of the Replacement Services excluding the Core Network;</li> <li>b) any activity required to facilitate the transition from the live operation of an existing Service to the live operation of a Replacement Service excluding the Core Network; and</li> <li>c) 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;</li> </ul>
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify: of this Schedule;
<b>"Termination Assistance Period"</b>	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 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier. of this Schedule;
<b>"Transferable Assets"</b>	Exclusive Assets which are capable of legal transfer to the Buyer;

<b>"Transferable Contracts"</b>	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, excluding such contracts relating to the Core Network;
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets"); of this Schedule;
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph 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"), of this Schedule.

## 2. Supplier must always be prepared for contract exit

- 2.1. The Supplier shall within thirty (30) days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2. During the Contract Period, the Supplier shall promptly:
  - 2.2.1. create and maintain a detailed register of i) 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 ii) Sub-contracts and other relevant agreements required in connection with the Deliverables insofar as they relate to Exclusive Assets and Non-Exclusive Assets; and
  - 2.2.2. create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables (excluding the Core Network) ("**Registers**").
- 2.3. The Supplier shall:
  - 2.3.1. ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
  - 2.3.2. procure that all licences for Third Party Software, and all Sub-Contracts, in relation to Exclusive and Non-Exclusive Assets 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.
- 2.4. Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

### **3. Assisting re-competition for Deliverables**

- 3.1. The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "Exit Information").
- 3.2. 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.
- 3.3. 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 (excluding the Core Network) which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).
- 3.4. 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 (excluding the Core Network); and not be disadvantaged in any procurement process compared to the Supplier.

### **4. Exit Plan**

- 4.1. The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph The Exit Plan shall set out, as a minimum: of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2. 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 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph The Exit Plan shall set out, as a minimum: of this Schedule and is otherwise reasonably satisfactory to the Buyer., then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3. The Exit Plan shall set out, as a minimum:
  - 4.3.1. a detailed description of both the transfer and cessation processes, including a timetable;
  - 4.3.2. how the Deliverables (excluding the Core Network) will transfer to the Replacement Supplier and/or the Buyer;
  - 4.3.3. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
  - 4.3.4. proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

- 4.3.5. proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
  - 4.3.6. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
  - 4.3.7. proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third party;
  - 4.3.8. proposals for the disposal of any redundant Deliverables and materials;
  - 4.3.9. how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
  - 4.3.10. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4. The Supplier shall:
- 1.1.1. maintain and update the Exit Plan (and risk management plan) no less frequently than:
    - a) every six (6) months throughout the Contract Period; and
    - b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
    - c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
    - d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and
  - 4.4.2. jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5. Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 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 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph The Exit Plan shall set out, as a minimum: of this Schedule and is otherwise reasonably satisfactory to the Buyer., then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. or The Supplier shall: (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6. A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

## **5. Termination Assistance**

- 5.1. The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1)

Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

- 5.1.1. the nature of the Termination Assistance required;
  - 5.1.2. the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables; and
  - 5.1.3. whether the Buyer requires any additional services to assist with exit beyond what is required by this Schedule, which may be chargeable by the Supplier.
- 5.2. The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3. Where the Buyer indicates in a Termination Assistance Notice that it requires any additional services to assist with exit in accordance with paragraph 5.1.3, the Supplier shall provide to the Buyer within ten (10) Working Days of receipt of such Termination Assistance Notice a quotation in the form of an itemised list of costs (in line with any day rates specified in the Contract) for each line of the additional services that the Buyer requires. Within five (5) Working Days of receipt of such quotation the Buyer shall confirm to the Supplier which of those itemised services it requires and the Supplier shall provide those services as part of the Termination Assistance at the Charges provided in the quotation.
- 5.4. 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).

## **6. Termination Assistance Period**

- 6.1. Throughout the Termination Assistance Period the Supplier shall:
- 6.1.1. continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
  - 6.1.2. provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
  - 6.1.3. use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
  - 6.1.4. subject to Paragraph If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the

relevant Service Levels and/or the applicable Service Credits accordingly., provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;

- 6.1.5. at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- 6.1.6. seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2. If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 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; 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.
- 6.3. If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

## **7. Obligations when the contract is terminated**

- 7.1. The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2. 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:
  - 7.2.1. vacate any Buyer Premises;
  - 7.2.2. remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
  - 7.2.3. provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
    - a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
    - b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3. Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

## 8. Assets, Sub-contracts and Software

- 8.1. Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
  - 8.1.1. terminate, enter into or vary any Sub-contract insofar as it relates to Exclusive Assets and Non-Exclusive Assets; or
  - 8.1.2. (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or
  - 8.1.3. terminate, enter into or vary any licence for any software in connection with the Deliverables excluding the Core Network.
- 8.2. 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:
  - 8.2.1. which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("Transferring Assets");
  - 8.2.2. which, if any, of:
    - a) the Exclusive Assets that are not Transferable Assets; and
    - b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
  - 8.2.3. which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "Transferring Contracts"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables excluding the Core Network 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:
    - i. the Deliverables (excluding the Core Network); or
    - ii. the Replacement Goods and/or Replacement Services (excluding the Core Network).
- 8.3. With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4. Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5. Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
  - 8.5.1. procure a non-exclusive, perpetual, royalty-free licence (or a licence on such other terms that the Buyer may agree) 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

- 8.5.2. procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6. The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7. The Buyer shall:
  - 8.7.1. accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
  - 8.7.2. once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8. The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9. The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 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. 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 **Error! Not a valid bookmark self-reference.** which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

## 9. No charges

- 9.1. 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.

## 10. Dividing the bills

- 10.1. 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:
  - 10.1.1. the amounts shall be annualised and divided by 365 to reach a daily rate;
  - 10.1.2. the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
  - 10.1.3. the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.



## Appendix 1

### Supplier Exclusive Assets

3. The table below lists the Supplier Exclusive Assets identified at this time, these Assets will be reviewed in line with this Schedule 10 (Exit Management) throughout the life of the Contract. Any variations will be carried out in accordance with Clause 24 (Changing the Contract) of the Core Terms.

Document Title	Description	DWP Contract Doc List
Communication Strategy		Y
Site change approach and process (DWP changes for site transitions)		Y
Project Initiation Document		Y
Plan on a Page		Y
Overall Project Plan		Y
Estates Transition Plan	Estate Transition Approach Estate Transition RACI Site Preparation Process Site Survey Definition Site Transition Process	Y
Site Transition Reporting Dashboard (Transition Stats)		Y
Estate Transition Rollout Schedule		Y
Site Transition - T minus plans		Y
Site Transition - Individual site transition run-books		Y
Rollout Schedule (RoS) change management process	Collaborative piece of work with DWP	Y
Site Completion Certificate Template		Y
Project RAID Logs		Y
Test Strategy		Y
OAT & UAT Test plans & Scripts For Production and Pre-Production (Includes DWP Model Office) environments	Collaborative piece of work with DWP	Y
Site transition - test plans & scripts	Expectation is this will be part of the over the overall runbook	Y
Production HLD		Y
Production LLD		Y

# RM3808 Call-Off Schedule 11 (Installation Works)

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## **1. When this Schedule should be used**

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Potential Provider.

## **2. How things must be installed**

- 2.1. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Potential Provider:
  - 2.1.1. accept the Installation Works, or
  - 2.1.2. reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract).
- 2.2. If the Buyer rejects the Installation Works in accordance with Paragraph reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract)., the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Call-Off Order Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.
- 2.3. The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph accept the Installation Works, or. Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2, the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Call-Off Order Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.
- 2.4. Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

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## **PART A - Implementation**

### **1. Definitions**

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

<b>"Delay"</b>	x) a delay in the Achievement of a Milestone by its Milestone Date; or y) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
<b>"Deliverable Item"</b>	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;
<b>"Milestone Payment"</b>	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;
<b>"Delay Discount"</b>	a discount applied to Unified Network Access Service (UNAS) Estate Transition Milestone Payments due to Supplier caused delays to completion of Deliverables associated with UNAS Estate Transition Milestones Date. The discounts are described in the Delay Payment column of the Milestone table in PART A Annex 1: Implementation Plan.
<b>"UNAS Estate Transition"</b>	as defined in Section 2.1 of the Responsibilities Matrix in Call-Off Schedule 20 (Specification).

### **2. Agreeing and following the Implementation Plan**

- 2.1. Part A of this Schedule shall only apply if specified by the Buyer that has undertaken a Further Competition.
- 2.2. The Buyer's required Implementation Plan is set out in the Annex to Part A of this Schedule. The Supplier shall deliver to the stated Milestones and related Milestone Dates the required and associated Deliverables.
- 2.3. The Supplier shall provide an amplified Implementation Plan which does not change the information in the Buyer's required Implementation Plan within Part A (Annex 1) but adds lower level details as to the steps required along the way to achieve it and the rollout schedule the Supplier is taking to achieve the estate transitions ten (10) days after the Call-Off Contract Start Date.
- 2.4. The Implementation Plan set out in Annex A is for the purposes of the UNAS Estate Transition. The UNAS Estate Transition scope and responsibilities is set out in Section 2 of Call-Off Schedule 20 (Specification). This outlines the Suppliers commitment to implement 100 sites per month.

- 2.5. Further Implementation Plan(s) shall be prepared by the Supplier and agreed with the Buyer for any projects impacting twenty or more Sites unless the Buyer states it is not required.
  - 2.5.1. The requirements and obligations in this Schedule (Schedule 13) shall apply to such projects unless otherwise stated by the Buyer. For the avoidance of doubt, this includes the use of Delay Discounts in any future projects.
- 2.6. The Supplier 's Implementation Plan:
  - 2.6.1. must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
  - 2.6.2. it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.7. 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.
- 2.8. 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.
- 2.9. The Supplier shall note that it is incumbent upon them to understand the supply chain and lead times for the procurement and delivery of Hardware and Software. The Supplier shall ensure that this is reflected in their Implementation Plan.
- 2.10. The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

### **3. Reviewing and changing the Implementation Plan**

- 3.1. Subject to Paragraph Changes to any Milestones, Milestone Payments and Delay Discounts shall only be made in accordance with the Variation Procedure., 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.
- 3.2. The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3. Changes to any Milestones, Milestone Payments and Delay Discounts shall only be made in accordance with the Variation Procedure.
- 3.4. Where the Supplier is responsible for the failure to Achieve a Milestone by the relevant Milestone Date this shall constitute a material Default.

### **4. Security requirements before the Start Date**

- 4.1. 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.

- 4.2. 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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.

## **5. What to do if there is a Delay**

- 5.1. If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
  - 5.1.1. notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
  - 5.1.2. include in its notification an explanation of the actual or anticipated impact of the Delay;
  - 5.1.3. comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
  - 5.1.4. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.
- 5.2. Where a UNAS Estate Transition Milestone is not achieved by the Milestone Date the Supplier shall work with the Buyer via the agreed governance board to schedule the sites that have been delayed into the next existing planned Milestone(s) or where this is not possible and on agreement by both Parties, create and agree with the Buyer a new UNAS Estate Transition Milestone to transition any remaining Sites associated within 1 months of the original UNAS Estate Transition Milestone date.
  - 5.2.1. The Delay Discount shall apply to any new UNAS Estate Transition Milestone.
  - 5.2.2. Where a new UNAS Estate Transition milestone is agreed the deliverables and date for UNAS Estate Transition Completion Milestone shall remain unchanged.

## 6. Compensation for a Delay

- 6.1. Where Delay Discounts have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall provide to the Buyer a Delay Discount to the impacted Transition Milestones (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
  - 6.1.1. the Supplier acknowledges and agrees that any Delay Discount 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.
  - 6.1.2. Delay Discounts shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
    - a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
  - 6.1.3. no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Discounts or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
  - 6.1.4. Delay Discounts 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).
- 6.2. All Milestone payments have been agreed between both Parties at the point of Contract Award and this Call-Off Schedule 13 (Implementation Plan and Testing) has been updated to include the agreed payment(s). Following Contract Award, if amendments are required to these Milestone payments, these will be agreed between both Parties via the Joint Schedule 2 (Variation Form) process.
- 6.3. The UNAS Service Commencement Milestone payment has been calculated based on the Supplier's proposed activities to proceed to service readiness, including the Suppliers programme costs, Buyer and Supplier pre-production environments and Model Office minus 25% (the contribution from these costs to the UNAS Estate Transition Completion Milestone).
- 6.4. The UNAS Pathfinder Completion Milestone payment has been calculated based on the required Network Infrastructure, Software and associated Services required to deliver the Pathfinder minus 25% (the contribution from these costs to the UNAS Estate Transition Completion Milestone).
- 6.5. The UNAS Bill of Materials (BOM) Milestone payment has been calculated based on the Suppliers proposed BOM from the UNAS Further Competition. This includes the required Network Infrastructure and Software to deliver the UNAS solution.
- 6.6. The UNAS Estate Transition Milestone payments have been calculated based on the Suppliers proposed transition costs from the UNAS Further Competition.
- 6.7. The calculation used for the UNAS Estate Transition Milestone payments will be based on the total price proposed by the Supplier to deliver the Transition Services outlined in Section 2.1 of the Responsibilities Matrix in Call-Off Schedule 20 (Specification) within Appendix D1 – Uncommitted Commercial Response Document. The calculation used by the Buyer to determine this charge will be the Suppliers proposed Transition Charges as per the Appendix D1 – Uncommitted Commercial Response Document / 9 Months / 2 (100 Sites to be transitioned per

month split into two monthly milestones (50 sites per milestone)) minus 25% (the contribution from these costs to the UNAS Estate Transition Completion Milestone).

- 6.8. The UNAS Estate Transition Completion Milestone payment has been calculated based on the Suppliers proposed transition costs from the UNAS Further Competition.
- 6.9. The calculation used for the UNAS Estate Completion Milestone payment will be based on the total price proposed by the Supplier to deliver the Transition Services outlined in Section 2.1 of the Responsibilities Matrix in Call-Off Schedule 20 (Specification) within Appendix D1 – Uncommitted Commercial Response Document. The calculation used by the Buyer to determine this charge will be the Suppliers proposed Transition Charges as per the Appendix D1 – Uncommitted Commercial Response Document (100 Sites to be transitioned per month) – 75% = The UNAS Estate Completion Milestone Payment (25% of the total charges proposed by the Supplier within Appendix D1 – Uncommitted Commercial Response Document).
- 6.10. The UNAS Corporate Hub Transition milestone has been calculated based on the Suppliers proposed transition costs for the Corporate Hub's in scope for UNAS Further Competition. It is the Buyer's expectation that this milestone will be delivered within 6-months of Project Start Date.

## PART A Annex 1: Implementation Plan

The Implementation Plan for the Transition Services outlined in Section 2.1 of the Responsibilities Matrix in Call-Off Schedule 20 (Specification) is set out below and the Milestones to be Achieved are identified below:

Milestone	Deliverable Items	Milestone Date	Milestone Payments	Delay Discount
<p><b>UNAS Service Commencement</b></p>	<p>Completion of all Service Commencement activities in line with the Suppliers proposed Service Commencement Readiness Plan on a Page as per Annex 1 of this Call-Off Schedule 13 except for Pathfinder transition and warranty period activities.</p> <p>Completion of all Authority and Supplier pre-production requirements including the production of Model Office in line with the agreed deliverables that will be outlined and agreed in CAN001 (UNAS - Pre-Production &amp; Model Office Design &amp; Build).</p>	<p>Completion of Authority DDA approval for pre-production and Model Office.</p> <p>Billing Milestone 1 - Completion and agreement of the following artefacts:</p> <ul style="list-style-type: none"> <li>• Project Initiation Document (PID)</li> <li>• High Level Plan on a Page (POAP)</li> <li>• Test Strategy</li> <li>• High Level Design</li> <li>• Project RAID</li> <li>• Programme Governance Structure</li> </ul> <p>Billing Milestone 2 - Completion and</p>	<p><b><u>REDACTED</u></b></p> <p>This milestone payment has been split into the following billing milestones:</p> <ul style="list-style-type: none"> <li>• Billing Milestone 1 - <b><u>REDACTED</u></b></li> <li>• Billing Milestone 2 - <b><u>REDACTED</u></b></li> <li>• Billing Milestone 3 - <b><u>REDACTED</u></b></li> </ul>	

		<p>agreement of the following artefacts:</p> <ul style="list-style-type: none"> <li>• Estate Transition Plan</li> <li>• Estate Transition Rollout Schedule</li> <li>• Estate Transition RACI</li> <li>• Overall Project Plan</li> <li>• Communication Strategy</li> <li>• Agreed Bill of Materials (BoM)</li> </ul> <p>Billing Milestone 3 – Completion of Service commencement activity:</p> <ul style="list-style-type: none"> <li>• All Transition documentation as per Schedule 20 Call Off Specification Appendix A</li> <li>• Full programme governance in place</li> <li>• Pre-production and Model Office</li> </ul>		
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		completed and DDA approval to proceed with Path Finder		
<b>UNAS Pathfinder Completion Milestone</b>	As per Schedule 20 (Specification) and the completion of the UNAS Estate Transition for Pathfinders, including the Transition of 3 sites (Site details to be provided by the Buyer), meeting the related requirements set out in the Responsibilities Matrix for the Pathfinders and providing a Site configuration warranty period for one month post the transition of each Site.	Completion of DDA for Model Office plus 5 weeks.	<b>REDACTED</b>	
<b>UNAS Site Survey Milestone</b>	Completion of all site surveys to enable Estate Transition to commence.  The Supplier will invoice the Authority via billing milestones for each 100 sites that are surveyed, and the Authority will receipt on completion of the Acceptance Certificate for the site surveys.	Contract Start date plus 7 months.	<b>REDACTED</b>  This milestone payment has been split into 9 billing milestones of <b>REDACTED</b>	
<b>UNAS BOM Milestone</b>	Network Equipment for the purposes of UNAS Service and the associated UNAS Estate Transition. The Hardware and Software must be receipted, with the licenses provided to the Buyer and hardware delivered	1 <sup>st</sup> March 2024	The Authority will be invoiced for the network equipment when it arrives at the Suppliers secure location and has been asset tagged.	The Supplier shall use all reasonable endeavours to meet the UNAS BOM Milestone Date. The Authority accepts the Supplier's

	<p>to the Suppliers secure storage location.</p> <p>Although the full BOM delivery is expected 6 months from Project Start Date, it is an expectation of the Authority that the Supplier will have the required hardware and software available to start the roll-out of the sites in scope for the UNAS Estate Transition 2 calendar months from Contract Signature.</p>		<p>For the purposes of the delay discount of this UNAS BOM Milestone, the total value of the Suppliers proposed BOM as a result of the Further Competition is <b>REDACTED</b> inclusive of VAT. The maximum delay payment based on the proposed BOM is <b>REDACTED</b> inclusive of VAT.</p> <p>Both Parties accept that additional Network Equipment may be required as a result of site surveys.</p>	<p>ability to meet this milestone is subject to the availability and any constraints encountered in the supply chain which the Supplier has limited control over. The Supplier commits to working in good faith to resolve any delays encountered for this Milestone.</p> <p>A 1% discount will be applied to the Network Equipment that has not been delivered by the Milestone Date irrespective of the above provision.</p>
<p><b>UNAS Estate Transition 1a Milestone</b></p>	<p>50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> <li>b) Buyer issue of a Site Acceptance Certificate.</li> </ul> <p>Additionally, the following will have been completed by the Potential Supplier:</p>	<p>UNAS Estate Transition Project Start Date plus 1 months.</p>	<p><b>REDACTED</b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be ap-</li> </ul>

	<p>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</p> <p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer’s platforms include:</p> <ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ul> <p>2) All responsibilities under responsibility heading 2</p>			<p>plied to the associated UNAS Estate Transition Milestone Payment.</p> <ul style="list-style-type: none"> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
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	<p>3) All responsibilities under responsibility heading 3</p> <p>4) All responsibilities under responsibility heading 4</p>			
<p><b>UNAS Estate Transition 1b Milestone completion payment</b></p>	<p>From the completion of Milestone 1a, a further 50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> <li>b) Buyer issue of a Site Acceptance Certificate.</li> </ul> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <ul style="list-style-type: none"> <li>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including: <ul style="list-style-type: none"> <li>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:</li> </ul> </li> </ul>	<p>UNAS Estate Transition Project Start Date plus 1 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or</p>

	<ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ul> <ul style="list-style-type: none"> <li>2) All responsibilities under responsibility heading 2</li> <li>3) All responsibilities under responsibility heading 3</li> <li>4) All responsibilities under responsibility heading 4</li> </ul>			<p>where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
<p><b>UNAS Estate Transition 2a Milestone progress payment</b></p>	<p>From the completion of Milestone 2b, a further 50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> </ul>	<p>UNAS Estate Transition Project Start Date plus 2 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay</p>

	<p>b) Buyer issue of a Site Acceptance Certificate.</p> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <p>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</p> <p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:</p> <ol style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> </ol>			<p>Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
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	<p>viii. DNS Services.</p> <p>2) All responsibilities under responsibility heading 2</p> <p>3) All responsibilities under responsibility heading 3</p> <p>4) All responsibilities under responsibility heading 4</p>			
<p><b>UNAS Estate Transition 2b Milestone completion payment</b></p>	<p>From the completion of Milestone 1b, a further 50 Sites in total transitioned to UNAS, including:</p> <p>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</p> <p>b) Buyer issue of a Site Acceptance Certificate.</p> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <p>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</p> <p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the</p>	<p>UNAS Estate Transition Project Start Date plus 2 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate</li> </ul>

	<p>UNAS platform with the Buyer's platforms include:</p> <ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ul> <p>2) All responsibilities under responsibility heading 2          3) All responsibilities under responsibility heading 3          4) All responsibilities under responsibility heading 4</p>			<p>Transition Milestone Payment.</p> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
<p><b>UNAS Estate Transition 3a Milestone progress payment</b></p>	<p>From the completion of Milestone 2b, a further 50 Sites in total transitioned to UNAS, including:</p>	<p>UNAS Estate Transition Project Start Date plus 3 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites</p>

	<p>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</p> <p>b) Buyer issue of a Site Acceptance Certificate.</p> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <p>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</p> <p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:</p> <ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> </ul>			<p>transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
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	<ul style="list-style-type: none"> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ul> <ul style="list-style-type: none"> <li>2) All responsibilities under responsibility heading 2</li> <li>3) All responsibilities under responsibility heading 3</li> <li>4) All responsibilities under responsibility heading 4</li> </ul>			
<p><b>UNAS Estate Transition 3b Milestone progress payment</b></p>	<p>From the completion of Milestone 3a, a further 50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> <li>b) Buyer issue of a Site Acceptance Certificate.</li> </ul> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <ul style="list-style-type: none"> <li>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</li> </ul>	<p>UNAS Estate Transition Project Start Date plus 3 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul>

	<p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:</p> <ol style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ol> <p>2) All responsibilities under responsibility heading 2</p> <p>3) All responsibilities under responsibility heading 3</p> <p>4) All responsibilities under responsibility heading 4</p>			<ul style="list-style-type: none"> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
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<p><b>UNAS Estate Transition 4a Milestone progress payment</b></p>	<p>From the completion of Milestone 3b, a further 50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> <li>b) Buyer issue of a Site Acceptance Certificate.</li> </ul> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <ul style="list-style-type: none"> <li>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including: <ul style="list-style-type: none"> <li>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include: <ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> </ul> </li> </ul> </li> </ul>	<p>UNAS Estate Transition Project Start Date plus 4 months.</p>	<p><b>REDACTED</b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the</p>
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	<ul style="list-style-type: none"> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ul> <ul style="list-style-type: none"> <li>2) All responsibilities under responsibility heading 2</li> <li>3) All responsibilities under responsibility heading 3</li> <li>4) All responsibilities under responsibility heading 4</li> </ul>			<p>purposes of calculating the Delay Discount.</p>
<p><b>UNAS Estate Transition 4b Milestone completion payment</b></p>	<p>From the completion of Milestone 4a, a further 50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> <li>b) Buyer issue of a Site Acceptance Certificate.</li> </ul> <p>Additionally, the following will have been completed by the Potential Supplier:</p>	<p>UNAS Estate Transition Project Start Date plus 4 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate</li> </ul>

	<p>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</p> <p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:</p> <ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ul> <p>2) All responsibilities under responsibility heading 2</p> <p>3) All responsibilities under responsibility heading 3</p>			<p>Transition Milestone Payment.</p> <ul style="list-style-type: none"> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
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	<p>4) All responsibilities under responsibility heading 4</p>			
<p><b>UNAS Estate Transition 5a Milestone progress payment</b></p>	<p>From the completion of Milestone 4b, a further 50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> <li>b) Buyer issue of a Site Acceptance Certificate.</li> </ul> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <ul style="list-style-type: none"> <li>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including: <ul style="list-style-type: none"> <li>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer’s platforms include: <ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> </ul> </li> </ul> </li> </ul>	<p>UNAS Estate Transition Project Start Date plus 5 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay</p>

	<ul style="list-style-type: none"> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ul> <ul style="list-style-type: none"> <li>2) All responsibilities under responsibility heading 2</li> <li>3) All responsibilities under responsibility heading 3</li> <li>4) All responsibilities under responsibility heading 4</li> </ul>			<p>(Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
<p><b>UNAS Estate Transition 5b Milestone completion payment</b></p>	<p>From the completion of Milestone 5a, a further 50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> <li>b) Buyer issue of a Site Acceptance Certificate.</li> </ul>	<p>UNAS Estate Transition Project Start Date plus 5 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10%</li> </ul>

	<p>Additionally, the following will have been completed by the Potential Supplier:</p> <ul style="list-style-type: none"> <li>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:             <ul style="list-style-type: none"> <li>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:                 <ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ul> </li> </ul> </li> </ul>			<p>discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</p> <ul style="list-style-type: none"> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
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	<p>2) All responsibilities under responsibility heading 2</p> <p>3) All responsibilities under responsibility heading 3</p> <p>4) All responsibilities under responsibility heading 4</p>			
<p><b>UNAS Estate Transition 6a Milestone progress payment</b></p>	<p>From the completion of Milestone 5b, a further 50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> <li>b) Buyer issue of a Site Acceptance Certificate.</li> </ul> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <ul style="list-style-type: none"> <li>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including: <ul style="list-style-type: none"> <li>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer’s platforms include:</li> </ul> </li> </ul>	<p>UNAS Estate Transition Project Start Date plus 6 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul>

	<ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ul> <ul style="list-style-type: none"> <li>2) All responsibilities under responsibility heading 2</li> <li>3) All responsibilities under responsibility heading 3</li> <li>4) All responsibilities under responsibility heading 4</li> </ul>			<p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
<p><b>UNAS Estate Transition 6b Milestone progress payment</b></p>	<p>From the completion of Milestone 6a, a further 50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> </ul>	<p>UNAS Estate Transition Project Start Date plus 6 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p>

	<p>b) Buyer issue of a Site Acceptance Certificate.</p> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <p>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</p> <p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:</p> <ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> </ul>			<ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
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	<p>viii. DNS Services.</p> <p>2) All responsibilities under responsibility heading 2</p> <p>3) All responsibilities under responsibility heading 3</p> <p>4) All responsibilities under responsibility heading 4</p>			
<p><b>UNAS Estate Transition 7a Milestone progress payment</b></p>	<p>From the completion of Milestone 6b, a further 50 Sites in total transitioned to UNAS, including:</p> <p>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</p> <p>b) Buyer issue of a Site Acceptance Certificate.</p> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <p>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</p> <p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:</p>	<p>UNAS Estate Transition Project Start Date plus 7 months.</p>	<p><b>REDACTED</b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul>

	<ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ul> <ul style="list-style-type: none"> <li>2) All responsibilities under responsibility heading 2</li> <li>3) All responsibilities under responsibility heading 3</li> <li>4) All responsibilities under responsibility heading 4</li> </ul>			<p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
<p><b>UNAS Estate Transition 7b Milestone completion payment</b></p>	<p>From the completion of Milestone 7a, a further 50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> </ul>	<p>UNAS Estate Transition Project Start Date plus 7 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p>

	<p>b) Buyer issue of a Site Acceptance Certificate.</p> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <p>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</p> <p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:</p> <ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> </ul>			<ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
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	<p>viii. DNS Services.</p> <p>2) All responsibilities under responsibility heading 2</p> <p>3) All responsibilities under responsibility heading 3</p> <p>4) All responsibilities under responsibility heading 4</p>			
<p><b>UNAS Estate Transition 8a Milestone progress payment</b></p>	<p>From the completion of Milestone 7b, a further 50 Sites in total transitioned to UNAS, including:</p> <p>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</p> <p>b) Buyer issue of a Site Acceptance Certificate.</p> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <p>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</p> <p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:</p>	<p>UNAS Estate Transition Project Start Date plus 8 months.</p>	<p><b>REDACTED</b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul>

	<ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ul> <ul style="list-style-type: none"> <li>2) All responsibilities under responsibility heading 2</li> <li>3) All responsibilities under responsibility heading 3</li> <li>4) All responsibilities under responsibility heading 4</li> </ul>			<p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
<p><b>UNAS Estate Transition 8b Milestone completion payment</b></p>	<p>From the completion of Milestone 8a, a further 50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> </ul>	<p>UNAS Estate Transition Project Start Date plus 8 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p>

	<p>b) Buyer issue of a Site Acceptance Certificate.</p> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <p>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</p> <p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:</p> <ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> </ul>			<ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
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	<p>viii. DNS Services.</p> <p>2) All responsibilities under responsibility heading 2</p> <p>3) All responsibilities under responsibility heading 3</p> <p>4) All responsibilities under responsibility heading 4</p>			
<p><b>UNAS Estate Transition 9a Milestone progress payment</b></p>	<p>From the completion of Milestone 8b, a further 50 Sites in total transitioned to UNAS, including:</p> <p>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</p> <p>b) Buyer issue of a Site Acceptance Certificate.</p> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <p>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</p> <p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:</p>	<p>UNAS Estate Transition Project Start Date plus 9 months.</p>	<p><b>REDACTED</b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p> <ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul>

	<ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> <li>viii. DNS Services.</li> </ul> <ul style="list-style-type: none"> <li>2) All responsibilities under responsibility heading 2</li> <li>3) All responsibilities under responsibility heading 3</li> <li>4) All responsibilities under responsibility heading 4</li> </ul>			<p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
<p><b>UNAS Estate Transition 9b Milestone completion payment</b></p>	<p>From the completion of Milestone 6b, a further 50 Sites in total transitioned to UNAS, including:</p> <ul style="list-style-type: none"> <li>a) Subsequent one week Site configuration warranty period complete and all issues resolved.</li> </ul>	<p>UNAS Estate Transition Project Start Date plus 9 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>If UNAS Estate Transition Milestone has not been delivered by the Milestone Date then depending upon the percentage of Sites transitioned the Delay Discount shall be as follows:</p>

	<p>b) Buyer issue of a Site Acceptance Certificate.</p> <p>Additionally, the following will have been completed by the Potential Supplier:</p> <p>a) Potential Supplier responsibilities set out under the Responsibilities matrix of Schedule 20, including:</p> <p>1) All responsibilities under responsibility heading 1, including for avoidance of doubt integration of the UNAS platform with the Buyer's platforms include:</p> <ul style="list-style-type: none"> <li>i. Directory Services for Role Based Access Control;</li> <li>ii. Network Monitoring Tool;</li> <li>iii. IT Service Management Toolset;</li> <li>iv. Role Based Resource Allocation;</li> <li>v. Security Event Management tool integration;</li> <li>vi. Directory Services;</li> <li>vii. DHCP Services; and</li> </ul>			<ul style="list-style-type: none"> <li>• If less than 85% of sites have been transitioned, then a 10% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> <li>• If equal or greater than 85% then a 5% discount shall be applied to the associated UNAS Estate Transition Milestone Payment.</li> </ul> <p>Sites which are subject to change control or where the Buyer is at sole cause of Delay (Authority Cause) shall be added to the count of Sites transitioned for the purposes of calculating the Delay Discount.</p>
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	<p>viii. DNS Services.</p> <p>2) All responsibilities under responsibility heading 2</p> <p>3) All responsibilities under responsibility heading 3</p> <p>4) All responsibilities under responsibility heading 4</p>			
<p><b>UNAS Estate Transition Completion Milestone</b></p>	<p>UNAS Estate Transition Milestones 1a-9b Complete with Buyer Site Acceptance Certificates signed off.</p>	<p>UNAS Estate Transition Project Start Date plus 9 months.</p>	<p><b>REDACTED</b></p>	<p>For the first four months the UNAS Estate Transition continues beyond the date of this Milestone (UNAS Estate Transition Completion Milestone) the following discounts will apply to the Estate Transition Milestone Completion Charge:</p> <p>Month 1 – 3% discount</p> <p>Month 2 – 7% discount</p> <p>Month 3 – 12% discount</p> <p>Month 4 – 18% discount</p> <p>For clarity, for the second month and each month thereafter the discount will be applied to the previous months discounted UNAS Estate Transition Completion Milestone Charge. For example, if the UNAS Estate Transition</p>

				<p>Completion Milestone Payment is £1000 and the delay was two months then 3% would apply to the first month's delay and discounted charge would be £970. For the second month delay the Delay Discount of 7% would then be applied to £970 meaning the discounted charge would be £902.10.</p> <p>For avoidance of doubt, delays to UNAS Estate Transition Completion Milestone shall apply irrespective of whether new Milestones are created as a result of Supplier delays to other UNAS Estate Transition milestones.</p>
<p><b>UNAS Corporate Hub Sites Transition</b></p>	<p>All DWP Corporate Hub sites to be fully transitioned to UNAS. Site details to be provided by the Buyer at the point of Contract Award.</p> <p>For the avoidance of doubt, this milestone is in addition to the above</p>	<p>UNAS Estate Transition Project Start Date plus 6 months.</p>	<p><b><u>REDACTED</u></b></p>	<p>No Delay Discount.</p>

	milestones relating to the UNAS Transition.			
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## Part B: Testing

### 1. Definitions

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

<b>"Component"</b>	any constituent parts of the Deliverables;
<b>"Material Test Issue"</b>	a Test Issue of Severity Level 1 or Severity Level 2;
<b>"Satisfaction Certificate"</b>	a certificate materially in the form of the document contained in Annex 2 of Part B of this Schedule issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
<b>"Severity Level"</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1 of Part B of this Schedule;
<b>"Test Issue Management Log"</b>	a log for the recording of Test Issues as described further in Paragraph <b>Error! Reference source not found.</b> of Part B of this Schedule;
<b>"Test Issue Threshold"</b>	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;
<b>"Test Reports"</b>	the reports to be produced by the Supplier setting out the results of Tests;
<b>"Test Specification"</b>	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 Part B of this Schedule;
<b>"Test Strategy"</b>	a strategy for the conduct of Testing as described further in Paragraph <b>Error! Reference source not found.</b> of Part B of this Schedule;
<b>"Test Success Criteria"</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph <b>Error! Reference source not found.</b> of Part B of this Schedule;
<b>"Test Witness"</b>	any person appointed by the Buyer pursuant to Paragraph <b>Error! Reference source not found.</b> of Part B of this Schedule; and
<b>"Testing Procedures"</b>	the applicable testing procedures and Test Success Criteria set out in this Schedule.

## **2. How testing should work**

- 2.1. Part B of this Schedule shall only apply if specified by a Buyer that has undertaken a Further Competition.
- 2.2. All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.3. The Supplier shall not submit any Deliverable for Testing:
  - 2.3.1. unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
  - 2.3.2. until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and
  - 2.3.3. until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.4. 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.
- 2.5. 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**

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

#### **4. Preparing for Testing**

- 4.1. The Supplier shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.
- 4.2. Each Test Plan shall include as a minimum:
  - 4.2.1. the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and
  - 4.2.2. a detailed procedure for the Tests to be carried out.
- 4.3. The Buyer shall not unreasonably withhold or delay its approval of the Test Plan provided that the Supplier shall implement any reasonable requirements of the Buyer in the Test Plan.

#### **5. Passing Testing**

- 5.1. 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**

- 6.1. Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least ten (10) Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2. Each Test Specification shall include as a minimum:
  - 6.2.1. the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
  - 6.2.2. a plan to make the resources available for Testing;
  - 6.2.3. Test scripts;
  - 6.2.4. Test pre-requisites and the mechanism for measuring them; and
  - 6.2.5. expected Test results, including:
    - (a) a mechanism to be used to capture and record Test results; and
    - (b) a method to process the Test results to establish their content.

#### **7. Performing the tests**

- 7.1. Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.
- 7.2. The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.
- 7.3. The Supplier shall notify the Buyer at least ten (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.

- 7.4. The Buyer may raise and close Test Issues during the Test witnessing process.
- 7.5. The Supplier shall provide to the Buyer in relation to each Test:
  - 7.5.1. a draft Test Report not less than two (2) Working Days prior to the date on which the Test is planned to end; and
  - 7.5.2. the final Test Report within five (5) Working Days of completion of Testing.
- 7.6. Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:
  - 7.6.1. an overview of the Testing conducted;
  - 7.6.2. identification of the relevant Test Success Criteria that have/have not been satisfied together with the Supplier's explanation of why any criteria have not been met;
  - 7.6.3. the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
  - 7.6.4. the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and
  - 7.6.5. the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.
- 7.7. When the Supplier has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.
- 7.8. Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Buyer shall be entitled to recover from the Supplier, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.
- 7.9. If the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Supplier shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.

## **8. Discovering Problems**

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

## **9. Test witnessing**

- 9.1. The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2. The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3. The Test Witnesses:
  - 9.3.1. shall actively review the Test documentation;
  - 9.3.2. will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - 9.3.3. shall not be involved in the execution of any Test;
  - 9.3.4. shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
  - 9.3.5. may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
  - 9.3.6. may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
  - 9.3.7. 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**

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

## 11. Outcome of the testing

- 11.1. The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2. If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
  - 11.2.1. the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
  - 11.2.2. the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
  - 11.2.3. where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3. The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4. The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
  - 11.4.1. the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
  - 11.4.2. performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.
- 11.5. The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6. If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues any other reasons for the relevant Milestone not being Achieved.
- 11.7. If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8. If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9. If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
  - 11.9.1. any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which

case the Supplier shall submit a Rectification Plan for approval by the Buyer within ten (10) Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and

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

## **12. Risk**

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

- 12.1.1. operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
- 12.1.2. affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

## **PART B Annex 1: Test Issues – Severity Levels**

### **1. Severity 1 Error**

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

### **2. Severity 2 Error**

- 2.1 This is an error for which, as reasonably determined by the Buyer, there is no practicable workaround available, and which:
  - 2.1.1 causes a Component to become unusable;
  - 2.1.2 causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
  - 2.1.3 has an adverse impact on any other Component(s) or any other area of the Deliverables;

### **3. Severity 3 Error**

- 3.1 This is an error which:
  - 3.1.1 causes a Component to become unusable;
  - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
  - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables;but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

### **4. Severity 4 Error**

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

### **5. Severity 5 Error**

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

## PART B Annex 2: Satisfaction Certificate

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

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

**[insert Date dd/mm/yyyy]**

Dear Sirs,

### Satisfaction Certificate

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

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

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

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

[OR]

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

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

Yours faithfully

**[insert Name]**

**[insert Position]**

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

## Call-Off Schedule 14 (Service Levels)

### 1. Introduction

- 1.1. The Buyer will specify in the Order Form at Further Competition whether Part A or Part B to this Schedule applies.
- 1.2. Where the Buyer has not conducted a Further Competition Part B to this Schedule will apply.

### 2. Definitions

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

<b>“Achieved Service Level”</b>	means the actual level of performance of a Service achieved by the Supplier in relation to a Service Level Performance Criteria for a Service Period;
<b>“Agreed Service Time”</b>	means the period during which the Supplier ensures the Services are Available to the Buyer;
<b>“Available”</b>	a Service shall be “Available” when the Buyer’s end users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shall be construed accordingly;
<b>“Call-Off Contract Year”</b>	means a consecutive period of twelve (12) Months commencing on the Call-Off Start Date or each anniversary thereof;
<b>“Critical Service Level Failure”</b>	takes the meaning; <ol style="list-style-type: none"><li>a) Specified by the Buyer where the Buyer selects Part A to this Call-Off Schedule 14; or</li><li>b) any instance of critical service level failure specified in Annex 2 to Part B of this Schedule where the Buyer selects Part B to this Schedule;</li></ol>
<b>“Downtime”</b>	means any period of time within the Agreed Service Time during which a Service is not Available, excluding Planned Downtime;
<b>“Imposed Carrier Downtime”</b>	means time during which the Supplier is prevented from supplying the Services due to unavailability of an underlying telecommunications service from a

third-party provider on which the Services are dependent. In any instance where the Supplier claims Imposed Carrier Downtime, the Supplier must be able to provide evidence to the satisfaction of the Buyer that the interruption to the Services was in fact due in its entirety to unavailability of the underlying service;

<b>“Incident”</b>	means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect the Services in the future;
<b>“Incident Resolution Time”</b>	means the time taken by the Supplier to Resolve an Incident, as set out in this Schedule;
<b>“Increased Impact Service Level”</b>	means any increased impact service specified in Part B of this Schedule
<b>“Key Performance Indicator or KPIs”</b>	means any key performance indicator specified in Part B of this Schedule
<b>“Planned Downtime”</b>	means the time agreed in advance in writing by the Supplier and Buyer within the Agreed Service Time when a Service is not Available;
<b>“Provisioning”</b>	means the time taken from the placement of an Order for a Service or part thereof until the Service is Available to the Buyer and Provision shall be construed accordingly;
<b>“Repeat Failure”</b>	means the failure to meet a service level in the initial and subsequent periods as set out in the Schedule.
<b>“Resolution”</b>	means an action taken by or on behalf of the Supplier to fully repair the root cause of an Incident or to implement a workaround, such that the Services are returned to being Available. Resolve and Resolved shall be construed accordingly;
<b>“Service Credit Cap”</b>	means: (a) in the period from the Call-Off Start Date to the end of the second Call-Off Contract Year, <b>REDACTED</b> per year; and

(b) during the remainder of the Call-Off Contract Period including extensions, **REDACTED** per year

<b>“Service Credits”</b>	<p>a) 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; or</p> <p>b) any service credits specified in the Annex to Part B 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;</p>
<b>“Service Desk”</b>	means the single point of contact set up and operated by the Supplier to log, monitor and escalate Incidents, Incident Resolutions and Catalogues;
<b>“Service Level Failure”</b>	means a failure to meet the Service Level Target in respect of a Service Level Performance Criterion;
<b>“Service Level Performance Criteria”</b>	<p>means the criteria identified in either;</p> <p>a) Annex 1 to Part A of this Schedule; or</p> <p>b) paragraph 3.6 of Part B of this Schedule, against which the individual metrics are assessed;</p> <p>depending upon whether Part A or Part B is selected by the Buyer</p>
<b>“Service Levels”</b>	means any service levels applicable to the provision of the Services under this Call-Off Contract specified in Call-Off Schedule 14 (Service Levels);
<b>Service Level Target</b>	means any service level target specified in Part B of this Schedule
<b>“Service Period”</b>	means a recurrent period of one month during the Call-Off Contract Period, unless otherwise specified in the Order Form;
<b>“Significant Failure Service Level”</b>	means any significant impact service specified in Part B of this Schedule

**“Unavailable”** in relation to a Service, means that the Service is not Available.

### **3. What Happens If the Supplier Does Not Meet the Service Levels**

- 3.1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Target for each Service Level.
- 3.2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A or Part B of this Schedule, as appropriate, 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 Target. For the avoidance of doubt, the Supplier shall not be liable for any Service Credits where the relevant Service Level Failure results from a sole Authority Cause. The Parties shall follow the excused performance process at the monthly service review board where a Service Level Failure occurs as a result of a cause outside the Supplier's control, such as in the event of supply chain constraints.
- 3.3. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved.
- 3.4. A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
  - 3.4.1. the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
  - 3.4.2. the Service Level Failure:
    - a) fails to meet the relevant Service Level Target;
    - b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
    - c) results in the corruption or loss of any Government Data; and/or
    - d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
  - 3.4.3. the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights).
- 3.5. Where a Deliverable relates to multiple Service Levels or Service Level Targets and a Service Level Failure entitles the Buyer to a right to Service Credits, a single Service Credit shall be the Buyer's exclusive financial remedy unless clause 3.4 applies.

3.6. In the event that Paragraph 3.5 applies, the Service Credit that will apply will be for the Service Level achievement that attracts the highest Service Charge.

#### **4. Changes to Service Levels, Key Performance Indicators and Severity Weighting**

4.1. Any modifications to Service Level Targets, Increased Impact Service Levels, Service Failure Thresholds, demotion of Service Levels to KPIs, promotion of KPIs to Service Levels and changes to Severity Weighting shall be dealt with in accordance with the Contract Change Process as agreed with the Buyer. Subject to the foregoing, it is the intention of the Parties that:

4.2. KPIs shall not attract Service Credits; and

4.3. from time to time during the Term, at the Buyer's request, representatives of the Supplier and the Buyer shall negotiate in good faith to: (a) amend any Service Levels and/or add new Service Levels; (b) amend or remove any KPIs and/or add new KPIs; (c) adjust the Severity Weightings and (d) convert any KPIs into Service Levels and/or any Service Levels into KPIs, the purpose being to reflect changes in the Buyer's business requirements or objectives.

4.4. The Service Levels applicable to the Network Access Services shall initially have the Severity Weightings shown in Clause 7 of PART B to this Call-Off Schedule 14 (Service Levels).

#### **5. Critical Service Level Failure**

5.1. On the occurrence of a Critical Service Level Failure:

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

5.1.2. 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"),

5.2. provided that the operation of this paragraph 5 shall be without prejudice to the right of the Buyer to terminate this Contract pursuant to Clause 10.4 of the Core Terms (CCS and Buyer Termination Rights) and/or to claim damages from the Supplier for material Default.

## **PART B: Long Form Service Levels and Service Credits**

### **1. General provisions**

- 1.1 The Supplier shall provide support and advice, when required by the Buyer, on matters relating to:
  - 1.1.1 ITIL Service Management Processes;
  - 1.1.2 quality of the Services (including degradation);
  - 1.1.3 provisioning;
  - 1.1.4 essential downtime
  - 1.1.5 Buyer support;
  - 1.1.6 complaints handling; and
  - 1.1.7 accurate and timely invoices.
- 1.2 The Supplier accepts and acknowledges that failure to meet the Service Level Target set out in this Part B of this Call-Off Schedule will result in Service Credits being due to the Buyer.

### **2. Principal points**

- 2.1 The objectives of the Service Levels, KPIs and Service Credits are to:
  - 2.1.1 incentivise the Supplier to meet the Service Levels and KPIs, and to remedy any failure to meet the Service Levels and /or KPIs expeditiously;
  - 2.1.2 ensure that the Services are of a consistently high quality and meet the Service Level and KPI requirements of the Buyer;  
use Service Credits as a method of price adjustment to reflect poor performance in breach of the required Service Levels;
  - 2.1.3 provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
  - 2.1.4 provide an incentive to the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.
- 2.2 The Parties acknowledge that:
  - 2.2.1 The Buyer will, in all cases, prefer to receive the Services within the Service Levels in preference to receiving the Service Credits; and
  - 2.2.2 the Supplier shall, in all cases, seek to deliver the Services within the Service Levels in preference to accepting a liability for Service Credits.

### 3. Service Levels

- 3.1 The Supplier shall monitor its performance under this Call-Off Contract by reference to the relevant Service Level Performance Criteria for achieving the Service Levels and shall send the Buyer a Performance Monitoring Report detailing the level of service which was achieved.
- 3.2 The Supplier shall, at all times, provide the Services in such a manner that the Service Level Targets are achieved.
- 3.3 If the level of performance of the Supplier of any element of the provision by it of the Services during the Call-Off Contract period:
- 3.3.1 is likely to or fails to meet any Service Level Target; or is likely to cause or causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Buyer via email and if required telephone call and the Buyer, in its absolute discretion and without prejudice to any other of its rights howsoever arising may:
- a) 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; and
  - b) If the action taken under paragraph a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Buyer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
  - c) If a Service Level Failure has occurred, deduct from the Call-Off Contract Charges the applicable Service Credits payable by the Supplier to the Buyer in accordance with the calculation formula set out in Paragraph 7 of Part B of this Call-Off Schedule (*Service Levels*); or
  - d) If a Critical Service Level Failure has occurred, exercise its right to compensation for such non-availability of Services via this Call-Off Contract.
- 3.4 Approval and implementation by the Buyer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Buyer.
- 3.5 The Buyer may enhance or otherwise modify the Service Levels required during a Further Competition Procedure.

3.6 The Services are subject to the following three Service Level Performance Criteria as set out in this Part B of Call-Off Schedule 14 (*Service Levels*):

3.6.1 Availability; as set out in Service Level 1

3.6.2 Lead Times; as set out in Service Levels 2 to 10 (see Appendix A for a summary of these).

3.6.3 Incident Resolution; as set out in Service Level 11 to 15

#### 4. Quality

4.1.1 The Supplier shall ensure that the Services are delivered of a sufficient quality to meet the provisions of this Call-Off Schedule.

4.1.2 Measurement of answer and response times of the Supplier Service Desk will be based on the time taken for the Supplier to respond to the Buyer's call, email or agreed incident process.

#### 5. Provisioning

5.1.1 The Services will be provisioned at the outset in accordance with any Implementation Plan and any failure to meet Milestones will be dealt with in accordance with the terms of this Call-Off Contract.

#### 6. Service Credits

Service Credits are required to be paid in the event that the Achieved Service Level falls below the Service Level Target in a Calendar Month and shall be incrementally higher if the Achieved Service Level falls below the Increased Impact Service Level and Significant Failure Service Level as set out using the applicable formula below.

The following Service Charges will be used to calculate the applicable Service Credits:

**Table 1 Service Charges**

Service Level	Service Charge
SL1	<b><u>REDACTED</u></b>
SL10	Supplier will pay for any site visit over the yearly threshold.
SL2 – SL9	<b><u>REDACTED</u></b>
SL11 – SL14	<b><u>REDACTED</u></b>

In respect of the Site-Specific Service Levels, the applicable Service Credits shall be calculated as follows:

if the Service Failure is below the Service Level but equal to or above the Increased Impact Service Level, the amount of the Service Credit will be as per Table 1.

if the Service Failure is below the Increased Impact Service Level but equal to or above the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

(Service Charge + 20% of Service Charge)

if the Service Failure is below the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

**(a)** (Service Charge + 50% of Service Charge)

The Parties acknowledge that the Severity Weightings:

reflect the likely severity and relative importance to the Buyer of the anticipated impact on the operations of the Buyer of the Supplier's failure to meet the Service Level or the Increased Impact Service Levels; and

shall not, in any way, exclude or limit the Buyer's right to claim that one or more failures to meet one or more of the Service Levels may constitute a material breach of this Agreement.

## 7. Repeat Failures to Meet Service Level Targets

If the Supplier fails to achieve a Service Level Target in a month and then fails to achieve the same Service Level Target or an Increased or Significant Service Level Target in a subsequent (as defined in Table 2 below) month, the failure in the subsequent month shall be a "**Repeat Failure**". The Repeat Failure count shall increment by one (1) for each additional failure.

Repeat Failures shall apply to Service Level Targets for Service Levels 1 to 14 excluding Service Level 10.

7.1 If the Service Level achievement in the subsequent month is worse than the previous month(s) then the higher Service Charge shall apply in the Repeat Failure calculation.

Worked examples:

**a)** SL2 Service Level Failure in Month 1 and Month 2 worked example:

Service Charge (**REDACTED**) x Repeat Failure Multiplier (x 2) = **REDACTED**

**b)** SL2 Service Level Failure in Month 1 and Increased Service Level Failure in Month 2 worked example:

Increased Service Failure Charge (**REDACTED**) x Repeat Failure Multiplier (x 2) = **REDACTED**

- c) SL2 Significant Service Level Failure in Month 1 and Service Level Failure in Month 2 worked example:

Significant Service Failure Charge **REDACTED** x Repeat Failure Multiplier (x 2) = **REDACTED**

- d) SL2 Significant Service Level Failure in Month 1 and Service Level Failure in Month 2 and Service Level Failure in Month 3 worked example:

Significant Service Failure Charge (**REDACTED**) x Repeat Failure Multiplier (x 3) = **REDACTED**

The Repeat Failure count shall be reset to zero (0) once there have been two (2) consecutive months in which the Service Level Target has been met.

In Paragraph 7.1 of this Part B, the reference to Repeat Failures to achieve a Service Level Target shall be to the Service Level Target for one (1) Service Level.

A worked example is set out below:

	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Failure to meet Service Level Target for a Service (F)	F	F	✓	F	✓	✓	F	✓	F	F	✓	F
No. of Repeat Failures	0	1	1	2	2	0	0	0	0	1	1	2

**Table 2 Repeat Failure Example**

For any failure to meet Service Level Targets which is a Repeat Failure, the Service Credit applicable shall be increased as follows (a “Repeat Failure Multiplier”):

Repeat Failure count applicable to the month	Repeat Failure Multiplier
1	2
2	3
3 and above	4

**Table 3 Repeat Failure Multipliers**

## • PART B Annex 1: Long Form Services Levels and Service Credits Table

### • PART 1: SERVICE LEVELS

#### Section A – Availability

<b>SERVICE LEVEL 1</b>	
<b>Orchestrator Availability</b>	
<b>Service Level Description</b>	A measure of the percentage Availability of the Orchestrator within a Month
<b>Service Level Calculation</b>	<p>Availability shall be calculated as a percentage of the total time in a Calendar Month in accordance with the following formula:</p> $(Uptime-Downtime)/Maximum Uptime \times 100$ <p>where:</p> <p>Uptime = Total time (minutes) within the Agreed Service Measurement Period where the Management Orchestrator is available for use.</p> <p>Downtime = Total time (minutes) where the Management Orchestrator is unavailable for use due to an unplanned outage.</p>
<b>Agreed Service Time</b>	Availability of the Orchestrator shall be measured 24 hours per day, 365 days per year (366 days in a leap year)
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	99.95%
<b>Increased Impact Service Level</b>	99.87%
<b>Significant Failure Service Level</b>	99.80%

**Section B – Lead Times**

<b>SERVICE LEVEL 2</b>	
<b>Network Equipment (including Cabling)</b>	
<b>Service Level Description</b>	Requests for installation, decommissioning and moving of network equipment (including cabling) that are assigned via DWP Place to the Supplier, are resolved within 20 working days (including 10 days survey) of the date on which it was assigned.
<b>Service Level Calculation</b>	<p>The percentage success rate of the fulfilment of requests by counting the total number of assigned requests together with the total number of requests that fulfil the Service Level Target set out below, expressed as a percentage using the formula:</p> $(A / B) \times 100$ <p>Where:</p> <p>A = the number of requests for installation, decommissioning and moving of network equipment (including cabling) fulfilled during the month that met the Service Level Targets set out below.</p> <p>B = the total number of requests for installation, decommissioning and moving of network equipment (including cabling) for the month.</p>
<b>Agreed Service Time</b>	20 Working days (including 10 days survey)
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	100% - within 20 working days (including 10 days survey)
<b>Increased Impact Service Level</b>	90%- within 20 working days (including 10 days survey)
<b>Significant Failure Service Level</b>	80%- within 20 working days (including 10 days survey)

<b>SERVICE LEVEL 3</b>	
<b>Configuration/Patching</b>	
<b>Service Level Description</b>	Requests for configuration (could include Activation / Deactivation without installation or removal of hardware) and Patching (could include both cable/port patching and software patching (if that needs on site attendance)) that are assigned to the Supplier that are resolved within 2 working days of the date on which it was assigned.
<b>Service Level Calculation</b>	<p>The percentage success rate of the fulfilment of requests by counting the total number of assigned requests together with the total number of requests that fulfil the Service Level Target set out below, expressed as a percentage using the formula:</p> $(A / B) \times 100$ <p>Where:</p> <p>A = the number of requests for configuration/patching fulfilled during the month that met the Service Level Targets set out below.</p> <p>B = the total number of requests for configuration/patching for the month.</p>
<b>Agreed Service Time</b>	2 Working days
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	100% - within 2 working days
<b>Increased Impact Service Level</b>	90%- within 2 working days
<b>Significant Failure Service Level</b>	80%- within 2 working days

<b>SERVICE LEVEL 4</b>	
<b>Stock Replenishment / Warranty Replacement</b>	
<b>Service Level Description</b>	Requests for stock replenishment/warranty replacement that are assigned to the Supplier that are resolved within 20 working days of the date on which it was assigned.
<b>Service Level Calculation</b>	<p>The percentage success rate of the fulfilment of requests by counting the total number of assigned requests together with the total number of requests that fulfil the Service Level Target set out below, expressed as a percentage using the formula:</p> $(A / B) \times 100$ <p>Where:</p> <p>A = the number of requests for stock replenishment/warranty replacement fulfilled during the month that met the Service Level Targets set out below.</p> <p>B = the total number of requests for stock replenishment/warranty replacement for the month.</p>
<b>Agreed Service Time</b>	20 Working days
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	100% - within 20 working days
<b>Increased Impact Service Level</b>	90%- within 20 working days
<b>Significant Failure Service Level</b>	80%- within 20 working days

<b>SERVICE LEVEL 5</b>	
<b>Site Survey</b>	
<b>Service Level Description</b>	Requests for site surveys that are assigned to the Supplier that are resolved within 10 working days of the date on which it was assigned.
<b>Service Level Calculation</b>	<p>The percentage success rate of the fulfilment of requests by counting the total number of assigned requests together with the total number of requests that fulfil the Service Level Target set out below, expressed as a percentage using the formula:</p> $(A / B) \times 100$ <p>Where:</p> <p>A = the number of requests for site survey fulfilled during the month that met the Service Level Targets set out below.</p> <p>B = the total number of requests for site survey for the month.</p>
<b>Agreed Service Time</b>	10 Working days
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	100% - within 10 working days
<b>Increased Impact Service Level</b>	90%- within 10 working days
<b>Significant Failure Service Level</b>	80%- within 10 working days

<b>SERVICE LEVEL 6</b>	
<b>Despatch of Devices to Sites</b>	
<b>Service Level Description</b>	Requests for despatch of devices to sites that are assigned to the Supplier that are resolved within 2 working days of the date on which it was assigned.
<b>Service Level Calculation</b>	<p>The percentage success rate of the fulfilment of requests by counting the total number of assigned requests together with the total number of requests that fulfil the Service Level Target set out below, expressed as a percentage using the formula:</p> $(A / B) \times 100$ <p>Where:</p> <p>A = the number of requests for despatch of devices to site fulfilled during the month that met the Service Level Targets set out below.</p> <p>B = the total number of requests for despatch of devices to site for the month.</p>
<b>Agreed Service Time</b>	2 Working days
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	100% - within 2 working days
<b>Increased Impact Service Level</b>	90%- within 2 working days
<b>Significant Failure Service Level</b>	80%- within 2 working days

<b>SERVICE LEVEL 7</b>	
<b>Expedited Request Process– Despatch of In-Stock Items</b>	
<b>Service Level Description</b>	<p>Requests for expedited despatch of In-Stock Items for next working day delivery that are assigned to the Supplier that are despatched within the same day (if request submitted before 2pm) of the date on which it was assigned.</p> <p>Requests received after 2pm should be despatched by 10am the following working day for next working day delivery.</p> <p>These requests will be limited to 5 per month. Requests will be on a per site basis and limited to 20 items per request.</p> <p>For the purpose of this Service Level Description, “In-Stock Items” shall mean goods which are warehouse asset tagged and readily available for despatch.</p>
<b>Service Level Calculation</b>	<p>The percentage success rate of the fulfilment of requests by counting the total number of assigned requests together with the total number of requests that fulfil the Service Level Target set out below, expressed as a percentage using the formula:</p> $(A / B) \times 100$ <p>Where:</p> <p>A = the number of requests for expedited despatch of items to site fulfilled during the month that met the Service Level Targets set out below.</p> <p>B = the total number of requests for expedited despatch of items to site for the month.</p>
<b>Agreed Service Time</b>	Same day
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	100% - within same day (if request pre 2pm)
<b>Increased Impact Service Level</b>	90%- within same day (if request pre 2pm)
<b>Significant Failure Service Level</b>	80%- within same day (if request pre 2pm)

<b>SERVICE LEVEL 8</b>	
<b>Expedited Request Process– Surveys</b>	
<b>Service Level Description</b>	Requests for expedited surveys that are assigned to the Supplier that are resolved within 5 days of the date on which it was assigned.
<b>Service Level Calculation</b>	<p>The percentage success rate of the fulfilment of requests by counting the total number of assigned requests together with the total number of requests that fulfil the Service Level Target set out below, expressed as a percentage using the formula:</p> $(A / B) \times 100$ <p>Where:</p> <p>A = the number of requests for expedited surveys fulfilled during the month that met the Service Level Targets set out below.</p> <p>B = the total number of requests for expedited surveys for the month.</p>
<b>Agreed Service Time</b>	5 Working days
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	100% - within 5 working days
<b>Increased Impact Service Level</b>	90% - within 5 working days
<b>Significant Failure Service Level</b>	80% - within 5 working days

<b>SERVICE LEVEL 9</b>	
<b>Expedited Request Process– Installation</b>	
<b>Service Level Description</b>	Requests for expedited installation that are assigned to the Supplier that are resolved within 7 days (including 5 days for survey) of the date on which it was assigned.
<b>Service Level Calculation</b>	<p>The percentage success rate of the fulfilment of requests by counting the total number of assigned requests together with the total number of requests that fulfil the Service Level Target set out below, expressed as a percentage using the formula:</p> $(A / B) \times 100$ <p>Where:</p> <p>A = the number of requests for expedited installations fulfilled during the month that met the Service Level Targets set out below.</p> <p>B = the total number of requests for expedited installations for the month.</p>
<b>Agreed Service Time</b>	7 Working days (including 5 days for survey)
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	100% - within 7 working days (including 5 days survey)
<b>Increased Impact Service Level</b>	90% - within 7 working days (including 5 days survey)
<b>Significant Failure Service Level</b>	80% - within 7 working days (including 5 days survey)

<b>SERVICE LEVEL 10</b>	
<b>Contract Term - Warranty Claims</b>	
<b>Service Level Description</b>	<p>The number of warranty claims requiring on-site break fix swap outs as a result of manufacturer hardware failure should not exceed the volumes set out in the Service Level Target section below.</p> <p>Upon Service Level failure for the Annual Service Level Targets set out below the Supplier will be responsible for funding further onsite visits for the remainder of that year. The Service Level achievement will reset to zero on the first calendar day of each year of the contract.</p> <p>The Service Level Target for Year 5 will remain the target for any contract extensions agreed.</p>
<b>Service Level Calculation</b>	Number of warranty swap outs per calendar month
<b>Agreed Service Time</b>	n/a
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	<p>Year 1 – 40 warranty claims per year</p> <p>Year 2 – 60 warranty claims per year</p> <p>Year 3 – 80 warranty claims per year</p> <p>Year 4 – 100 warranty claims per year</p> <p>Year 5 - 120 warranty claims per year</p> <p>Note: This totals 400 warranty claims over the 5-year contract period.</p>

**Section C – Incident Resolution**

<b>SERVICE LEVEL 11</b>	
<b>Incident Resolution - Severity Level 1</b>	
<b>Service Level Description</b>	<p>Severity Level 1 Incidents assigned to the Proposed Provider that are Resolved within two (2) hours after being Assigned.</p> <p>Any breached incidents that are the result of travel time up to 1 hour will be progressed through the excused performance process at the monthly service review board.</p> <p>Severity Level 1 is a complete failure of the UNAS Service at the Buyers key sites affecting all users.</p>
<b>Service Level Calculation</b>	<p><math>(A/B) * 100</math></p> <p>Where:</p> <p>A = the aggregate number of Severity Level 1 Incidents Assigned to the Supplier for resolution that are Resolved in the month within two (2) hours (whether such Severity Level 1 Incidents were assigned to the Supplier in that month or an earlier month).</p> <p>B = the aggregate number of Severity Level 1 Incidents Resolved within the month (whether such Severity Level 1 Incidents were Assigned to the Supplier in that month or an earlier month).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Buyer, the Supplier will retain the Incident and include time spent in the measurement calculation.</p> <p>Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p>Changes to Severity Level:</p> <p>Should an Incident Severity Level be increased (e.g. from Severity Level 2 to Severity Level 1) then:</p> <ul style="list-style-type: none"> <li>• the time occurring prior to the Severity Level being increased shall be discounted from the calculation set out in this Service Level; and</li> <li>• the Supplier shall have the two (2) hour period of time applicable to a Severity Level 1 Incident to achieve Resolution, such period of time commencing from the time at which the Severity Level is increased.</li> </ul>
<b>Agreed Service Time</b>	<p>24/7 x 365 days to align to the DWP Incident Management standards for break/fix at hub sites. The expectation is that other than hub sites, all other sites operate on an 08:00 – 18:00 working day basis.</p>

	24/7 x 365 days will be required for 4 <sup>th</sup> line support remote resolution.
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	95%
<b>Increased Impact Service Level</b>	90%
<b>Significant Failure Service Level</b>	85%

<b>SERVICE LEVEL 12</b>	
<b>Incident Resolution - Severity Level 2</b>	
<b>Service Level Description</b>	<p>Severity Level 2 Incidents assigned to the Proposed Provider that are Resolved within eight (8) hours after being Assigned.</p> <p>Severity Level 2 is a complete failure of the UNAS Service at the Buyers non-hub sites affecting all users or a partial failure of the UNAS Service at the Buyers hub sites affecting some users.</p>
<b>Service Level Calculation</b>	<p><b>(A/B) * 100</b></p> <p>Where:</p> <p>A = the aggregate number of Severity Level 2 Incidents Assigned to the Supplier for resolution that are Resolved in the month within eight (8) hours (whether such Severity Level 2 Incidents were assigned to the Supplier in that month or an earlier month).</p> <p>B = the aggregate number of Severity Level 2 Incidents Resolved within the month (whether such Severity Level 2 Incidents were Assigned to the Supplier in that month or an earlier month).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Buyer, the Supplier will retain the Incident and include time spent in the measurement calculation.</p> <p>Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p><b>Changes to Severity Level:</b></p> <p>Should an Incident Severity Level be increased (e.g. from Severity Level 2 to Severity Level 1) then:</p> <ul style="list-style-type: none"> <li>• the time occurring prior to the Severity Level being increased shall be discounted from the calculation set out in this Service Level; and</li> <li>• the Supplier shall have the two (2) hour period of time applicable to a Severity Level 1 Incident to achieve Resolution, such period of time commencing from the time at which the Severity Level is increased.</li> </ul>
<b>Agreed Service Time</b>	<p>24/7 x 365 days to align to the DWP Incident Management standards for break/fix at hub sites. The expectation is that other than hub sites, all other sites operate on an 08:00 – 18:00 working day basis.</p> <p>24/7 x 365 days will be required for 4<sup>th</sup> line support remote resolution.</p>
<b>Agreed Service Measurement Time</b>	<p>Monthly</p>

<b>Service Level Target</b>	95%
<b>Increased Impact Service Level</b>	90%
<b>Significant Failure Service Level</b>	85%

<b>SERVICE LEVEL 13</b>	
<b>Incident Resolution - Severity Level 3</b>	
<b>Service Level Description</b>	<p>Severity Level 3 Incidents assigned to the Proposed Provider that are Resolved within two (2) Working Days after being Assigned.</p> <p>Severity Level 3 is a partial failure of the UNAS Service at the Buyers non-hub sites affecting some users or failure of network devices (including multiple Access Points).</p>
<b>Service Level Calculation</b>	<p><b>(A/B) * 100</b></p> <p>Where:</p> <p>A = the aggregate number of Severity Level 3 Incidents Assigned to the Supplier for resolution that are Resolved in the month within two (2) Working Days (whether such Severity Level 3 Incidents were assigned to the Supplier in that month or an earlier month).</p> <p>B = the aggregate number of Severity Level 3 Incidents Resolved within the month (whether such Severity Level 3 Incidents were Assigned to the Supplier in that month or an earlier month).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Buyer, the Supplier will retain the Incident and include time spent in the measurement calculation.</p> <p>Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p><b>Changes to Severity Level:</b></p> <p>Should an Incident Severity Level be increased (e.g. from Severity Level 3 to Severity Level 2) then:</p> <ul style="list-style-type: none"> <li>• the time occurring prior to the Severity Level being increased shall be discounted from the calculation set out in this Service Level; and</li> <li>• the Supplier shall have the eight (8) hour period of time applicable to a Severity Level 2 Incident to achieve Resolution, such period of time commencing from the time at which the Severity Level is increased.</li> </ul>
<b>Agreed Service Time</b>	Working days = 08:00 – 18.00 Monday to Friday excluding Bank Holidays
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	95%

<b>Increased Impact Service Level</b>	90%
<b>Significant Failure Service Level</b>	85%

<b>SERVICE LEVEL 14</b>	
<b>Incident Resolution - Severity Level 4</b>	
<b>Service Level Description</b>	<p>Severity Level 4 Incidents assigned to the Proposed Provider that are Resolved within three (3) Working Days after being Assigned.</p> <p>Severity Level 4 is any incident not classified as a Severity 1 – 3.</p>
<b>Service Level Calculation</b>	<p><b>(A/B) * 100</b></p> <p>Where:</p> <p>A = the aggregate number of Severity Level 4 Incidents Assigned to the Supplier for resolution that are Resolved in the month within three (3) Working Days (whether such Severity Level 4 Incidents were assigned to the Supplier in that month or an earlier month).</p> <p>B = the aggregate number of Severity Level 4 Incidents Resolved within the month (whether such Severity Level 4 Incidents were Assigned to the Supplier in that month or an earlier month).</p> <p>For the avoidance of doubt, should the Supplier be investigating alongside any third parties or the Buyer, the Supplier will retain the Incident and include time spent in the measurement calculation.</p> <p>Time during which the Incident was not Assigned to the Supplier in the Incident Management System should be excluded from the calculation, except where the Incident has been incorrectly re-assigned to another party for resolution or where further information is required from any party and has been requested by the Supplier.</p> <p><b>Changes to Severity Level:</b></p> <p>Should an Incident Severity Level be increased (e.g. from Severity Level 4 to Severity Level 3) then:</p> <ul style="list-style-type: none"> <li>• the time occurring prior to the Severity Level being increased shall be discounted from the calculation set out in this Service Level; and</li> <li>• the Supplier shall have the two working days period of time applicable to a Severity Level 3 Incident to achieve Resolution, such period of time commencing from the time at which the Severity Level is increased.</li> </ul>
<b>Agreed Service Time</b>	Working days = 08:00 – 18.00 Monday to Friday excluding Bank Holidays
<b>Agreed Service Measurement Time</b>	Monthly
<b>Service Level Target</b>	95%
<b>Increased Impact Service Level</b>	90%

<b>Significant Failure Service Level</b>	85%
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**PART 2: KEY PERFORMANCE INDICATORS**

<b>KPI 1</b>
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<b>Root Cause Analysis</b>	
<b>KPI Description</b>	The Root Cause of any related Problem should be established within 10 Working Days of Problem creation
<b>KPI Calculation</b>	$A/B \times 100\%$ <p>Where:</p> <p>A = The number of Root Causes established within 10 Working Days of Problem creation within the month</p> <p>B = The total number of Problems created within the month</p>
<b>Reporting Period</b>	Calendar Month.
<b>KPI Measure</b>	90%

<b>KPI 2</b>	
<b>Billing Management Information Reports Delivery and Accuracy</b>	
<b>KPI Description</b>	A measure of the overall percentage accuracy of the monthly Billing Management Information Reports.
<b>KPI Calculation</b>	<p>Accuracy of the Billing Management Information Reports for each month shall be measured by:</p> <p><b>Subtracting</b> the total volume of errors attributable to the Supplier <b>in the Invoicing Query Log for the month</b></p> <p><b>from</b> the total number of invoices raised in the month as listed on the "Total Invoices Report".</p> <p>This shall be expressed as a percentage of the total number of invoices raised in the month as listed on the "Total Invoices Report".</p> <p>i.e.</p> <p>% accuracy of Billing Management Information Reports for the month = <math>(A-B) / A \times 100</math></p> <p><b>Where:</b></p> <p><b>A = the total number of</b> invoices raised in the month as listed on the "Total Invoices Report".</p> <p>and</p> <p><b>B = the total volume of errors attributable to the Supplier in the Invoicing Query Log for the month.</b></p> <p><b>Invoice and/or the</b> Billing Management Information errors shall be classified as follows:</p> <ol style="list-style-type: none"> <li>1. Billing Management Information Reports not delivered within ten (10) Working Days of the month end date;</li> <li>2. Invoice and associated Billing Management Information Reports not delivered at the same time;</li> <li>3. Invoice volume which does not match the Billing Management Information Reports volume;</li> <li>4. Activations/deactivations for a Resource Unit failing the opening / closing volumes reconciliation for the month;</li> <li>5. Any reported usage of Resource Units at closed Sites;</li> <li>6. Errors in Site location code, business unit or cost centre that are attributable to the Supplier;</li> </ol>

	7. Invoices raised for Services which the Buyer is disputing; 8. Other reasons not contained above.
<b>Reporting Period</b>	Calendar Month
<b>KPI Measure</b>	99%

<b>KPI 3</b>	
<b>Successful Change Management</b>	
<b>KPI Description</b>	Measurement of the overall effectiveness of the Changes deployed by the Supplier in line with the departments Change Management Policies and Procedures..
<b>KPI Calculation</b>	$A/B \times 100$ <p>WHERE:</p> <p>A = the aggregate number of Changes successfully deployed by the Supplier during each Calendar Month with a closure code of CAT 1 or CAT 2 as such are defined in the Change Management Policies and Procedures.</p> <p>B = the aggregate number of Changes deployed (both successfully and unsuccessfully) by the Supplier during each Calendar Month.</p> <p>The definition of what constitutes a successful change are defined in the Change Management Policies and Procedures</p>
<b>Reporting Period</b>	Calendar Month
<b>KPI Measure</b>	99.5%

<b>KPI 4</b>	
<b>CMDB Accuracy</b>	

<p><b>KPI Description</b></p>	<p>To monitor and report on the accuracy and completeness of the information held in the Asset Registers (expressed as a percentage).</p> <p>Within fifteen (15) Working Days of the end of each of month 3, 6, 9 and 12 of each Contract Year, the Supplier shall select a sample of two hundred and fifty (250) Assets and Buyer Assets, from Site(s) nominated by the Buyer (where the Buyer shall act reasonably in relation to the number of Sites nominated and the geographic spread of Sites), and measure the accuracy and completeness of the information held within the Asset Register for those Assets and Buyer Assets. For the avoidance of doubt, the Supplier shall not select the same sample of Assets and Buyer Assets to be measured in two consecutive Quarters and the Supplier must sample at least ten (10) percent of the volume of the Supplier CMDB in any calendar year. Within ten (10) Working Days of such check the Supplier shall provide a report to the Buyer containing the results</p>
<p><b>KPI Calculation</b></p>	<p><math>A/250 \times 100</math></p> <p>Where:</p> <p>A = The number of audited Assets and Buyer Assets correctly recorded in the Asset Register in each Quarter.</p> <p>In measuring performance against this Service Level, there shall be disregarded any Asset and Buyer Assets where the Supplier identifies to the Buyer that the item has been moved, added to, or changed by the Buyer and the Buyer has not advised the Supplier of such move, add or change.</p>
<p><b>Reporting Period</b></p>	<p>Calendar Month</p>
<p><b>KPI Measure</b></p>	<p>99%</p>

## Appendix A - Lead Time SLA's Summary

Services Activity		SD-WAN		LAN		Wi-Fi		Miscellaneous					
		Cabling	Router	Cabling	Switch	Cabling	Wifi Devices	UPS	Patch Panel	Racking	Patch Cables	Structured Cabling	Cabinet
Installation Existing Sites (inc 10 days for the survey)		20 Days											
Installation New Sites (Standard Site) inc 10 days for the survey)		20 Days											
Decommissioning (inc 10 days for the survey)		20 Days											
Repair / Replacement	Priority 1	2 Hours											
	Priority 2	8 Hours											
	Priority 3	2 Days											
	Priority 4	3 Days											
Move (inc 10 days if survey req'd)		20 Days											
Configuration* / Patching**		2 Days											
Stock Replenishment / Warranty Replacement		20 Days											
Site Survey		10 Days											
Despatch of Devices to Sites		2 Days											
Expedited Request Process for High Profile Sites	For Despatch of items	Same Day (Req by 2pm)											
	For Survey (if req'd)	5 Days											
	For Installation (inc 5 days for survey)	7 Days											
* Could include Activation / Deactivation without installation or removal of hardware													
** Could include both cable/port patching and software patching (if that needs on site attendance)													

## RM3808 Call-Off Schedule 15 (Call-Off Contract Management)

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### 1. Definitions

- 1.1. In this Schedule, which shall apply only where so specified by a Buyer that has undertaken a Further Competition, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Contract Board"</b>	The purpose and attendees of these meetings will be established in accordance with paragraph 5 of this Schedule;
<b>"Project, Contract, Risk Management"</b>	The purpose and management of Project, Contract and Risk management will be established in accordance with paragraph 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, 3 and 4 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 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 this position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be

delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

- 3.1.3. able to cancel any delegation and recommence the position themself; 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 in regards to the Contract and it will be the Supplier's Contract Manager 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 by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

#### **4. Contract Risk Management**

- 4.1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2. The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 4.2.1. the identification and management of risks;
  - 4.2.2. the identification and management of issues; and
  - 4.2.3. monitoring and controlling project plans.
- 4.3. The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4. 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.

#### **5. Role of the Contract Boards**

- 5.1. The Contract Boards shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 5.2. The Contract Boards and their 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.
- 5.3. In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing via email 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.
- 5.4. 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 Contract Board meeting in his/her place (wherever possible) and that the delegate is properly

briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

- 5.5. The purpose of the Contract 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. Suggested agenda items are highlighted in Annex 1 below.

## Annex A: Contract Boards

The following Contract Boards will be implemented from the Contract Award. During the Contract Implementation phase, both Parties will agree the locations and agenda items for each Contract Board meeting.

Contract Board	Frequency	Suggested Agenda Items
<b>Service Review</b>	Monthly	<ul style="list-style-type: none"> <li>• Service Delivery</li> <li>• SLA Performance</li> <li>• KPI Performance</li> <li>• Risks</li> <li>• Incident Management</li> </ul>
<b>Business Review</b>	Quarterly	<ul style="list-style-type: none"> <li>• Service Delivery</li> <li>• Contract Performance</li> <li>• Risks</li> <li>• Benchmarking</li> <li>• Market Insights</li> <li>• Innovation Opportunities</li> </ul>
<b>Operational Board</b>	Weekly/Fortnightly (if required for projects)	<ul style="list-style-type: none"> <li>• Implementation Tracking</li> <li>• Incident Management</li> <li>• ADHOC Requests</li> <li>• Risks</li> <li>• Outstanding Change Authorisation Note(s)</li> </ul>

These Contract Board meetings will be reviewed every twelve (12) months.

In addition to the above governance meetings, the Supplier will be expected to be proactive and will meet on a needs driven basis driven by market changes to offer their expertise and market guidance on future services, innovations and potential alternatives that would be a benefit to the Buyer.

The following Governance Boards will be implemented from Contract Award to support the implementation of the UNAS service.

During the Contract Implementation phase, both Parties will agree the locations and agenda items for each Contract Board meeting.

Project Board	Frequency
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Executive Steering Group	Monthly
Programme Board	Bi-Weekly
Joint Steering Committee	Weekly
Transition & Business Engagement Forum	Weekly
Softcat/UBDS Service Transition Meeting	Weekly
Softcat/UBDS Technical Transition Meeting	Weekly

## **RM3808 Call-Off Schedule 16 (Benchmarking)**

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## 1. Definitions

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

<b>"Benchmarked Rates"</b>	the Charges for the Benchmarked Deliverables;
<b>"Benchmarker"</b>	a neutral and independent third party with knowledge and experience of financial matters in relation to the Benchmarked Deliverables;
<b>"Benchmark Review"</b>	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
<b>"Benchmarked Deliverables"</b>	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
<b>"Comparable Rates"</b>	rates payable by the Comparison Group for Comparable Deliverables that can be fairly compared with the Charges;
<b>"Comparable Deliverables"</b>	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;
<b>"Comparison Group"</b>	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;
<b>"Equivalent Data"</b>	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
<b>"Good Value"</b>	that the Benchmarked Rates are within the Upper Quartile; and
<b>"Upper Quartile"</b>	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.

## 2. When you should use this Schedule

2.1. This Schedule shall apply where so specified by a Buyer that has undertaken a Further Competition.

- 2.2. The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.3. 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.
- 2.4. Amounts payable under this Schedule shall not fall with the definition of a Cost.

### **3. 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:
- a) 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 Benchmarker's professional judgment using:
    - i. market intelligence;
    - ii. the Benchmarker's own data and experience;
    - iii. relevant published information; and
    - iv. pursuant to Paragraph 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: below, information from other suppliers or purchasers on Comparable Rates;
  - b) by applying the adjustment factors listed in Paragraph 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: and from an analysis of the Comparable Rates, derive the Equivalent Data;
  - c) 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:
- a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
  - b) exchange rates;
  - c) 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 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., setting out its findings. Those findings shall be required to:
- a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
  - b) 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
  - c) include sufficient detail and transparency so that the Buyer can interpret and understand how the Benchmarker 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).

## RM3808 Call-Off Schedule 18 (Background Checks)

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

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

## **2. Definitions**

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

## **3. Relevant Convictions**

- 3.1. 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.
- 3.2. Notwithstanding Paragraph 3.1.1 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 Sub-Contractor must):
  - a) carry out a check with the records held by the Department for Education (DfE);
  - b) conduct thorough questioning regarding any Relevant Convictions; and
  - c) 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 Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

## **4. Annex 1 – Relevant Convictions - NONE**

## Call-Off Schedule 20 – Call-Off Specification

This Call-Off Schedule sets out the Buyer’s requirements including the deliverables that the Supplier will be required to make through the life of the contract.

### DEFINITIONS

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

Anti-Virus Software Updates	Means revised versions of the anti-virus software installed in line with the anti-virus software vendor’s recommendations and which contain enhancements to the anti-virus detection technology used.
Asset Management	The systematic approach to the governance and management of tangible assets (physical objects such as buildings or equipment) and to intangible assets (such as licenses, human capital, intellectual property, goodwill or financial assets). Asset management is a systematic process of developing, operating, maintaining, upgrading, and disposing of assets in the most cost-effective manner (including all costs, risks, and performance attributes).
API	API is the acronym for Application Programming Interface, which is a software intermediary that allows two applications to talk to each other
Break Fix	Replacement of faulty Network Equipment.
Buyer Data	Any data associated with running the Buyer’s Services, including but not limited to: <ul style="list-style-type: none"> <li>• personal identifiable information;</li> <li>• service management data;</li> <li>and</li> <li>• technical configuration data.</li> </ul>
Buyer’s IT Service Management Toolset	Toolset(s) provided by the Buyer for automation and integration of service management processes.
Buyer Private Network	The Buyer’s private wide area network that interconnects Buyer sites.
Buyer’s Technical Standards	Describes the layout of a Communications Room
Cabling Services	As described in under obligation 3.5 in the Responsibility Matrix of this Schedule (Schedule 20 – Call Off Specification).
Communications Room	Means a room housing Buyer and/or equipment owned by the Supplier for the provision

	of the Services and/or third-party equipment used to provide other services to the Buyer.
Change Control Process	<p>The Change Control Process for contractual amendments to the contract will be via Joint Schedule 2 (Variation) and agreed between both Parties.</p> <p>The Change Control Process for project scope changes for example but not limited to amendments to the roll-out schedule and/or additional delivery work packages will be via the Change Authorisation Note (CAN) template and agreed between both Parties.</p>
CMDB	A configuration management database (CMDB) is a database used to store information about hardware and software assets and their related physical and logical configurations.
Current LAN	Means the existing Network Equipment and related Services which precedes the UNAS solution. It covers both cabled and wireless networking at Buyer Sites.
Current LAN Network Equipment	Any Network Equipment used to deliver the Current LAN. It covers both cabled and wireless networking at Buyer Sites.
Data Management	Means managing the integrity of Buyer Data and protecting it to provide contingency against data loss or corruption and managing the security of Buyer Data in accordance with the Security Standards and Policies.
Devices	Computing devices which connect to the UNAS service using a wired or wireless connection. Examples of devices include IoT, laptops, smart phones, televisions.
Estate Transition	The activities required to migrate the agreed list of Buyer Sites from the Current LAN to UNAS solution and service.
Fit for Purpose	Meets the Acceptance Criteria defined and agreed between the Supplier and the Buyer.
High Level Designs	As per the scope defined under Responsibility 1.1.6 in the Responsibility Matrix in this Schedule (Schedule 20 – Call Off Specification).
Hub Sites	Sites where DWP deliver their digital services. There are seven digital hubs located in Birmingham, Blackpool, Leeds, London, Manchester, Newcastle, and Sheffield.
Implementation Partner	Subcontractors of the Supplier who perform all or some of the activities of the Estate Transition.
IoT	Physical objects that are embedded with sensors, software, and other technologies for the

	purpose of connecting and exchanging data with other devices and systems.
Key Sites	<p>A key site is identified as any site delivering or supporting DWP business that comprises of more than 200 users and should also include (But not restricted to):</p> <ul style="list-style-type: none"> <li>• All Pension Centres</li> <li>• All Disability Benefit Centres</li> <li>• A site that presents a single point of failure for any service to citizens</li> <li>• Contact centre</li> <li>• CMG Centre</li> <li>• Currently identified as a VIP site</li> <li>• Campus or Complex</li> <li>• Any site that has requested Active resilience</li> <li>• Benefit Delivery Centre</li> <li>• Datacentres</li> </ul>
Low Level Designs	<p>Capture the following:</p> <ul style="list-style-type: none"> <li>• Physical layout of equipment and cabling in a communications room.</li> <li>• Physical location of wireless access points.</li> <li>• Structured cabling routes and interconnects.</li> <li>• IP addressing both static and dhcp reservations.</li> </ul>
Live Environment	Means the Buyer's production computer environment comprising the hardware, networks, applications and databases which are utilised from time to time by the Buyer to support operation of its business functions.
Known Errors	A Known Error is a problem that has a documented root cause and a Workaround. Known Errors are managed throughout their lifecycle by the Problem Management process.
Role Based Resource Allocation	Role Based Resource Allocation performs access management through policy enforcement on devices and users of corporate networks.
NCSC	The National Cyber Security Centre (NCSC) is a UK public body provides cyber security guidance.
Network Equipment	Shall include any active or passive kit used for the purposes of providing network services at a Site. Examples of network equipment shall include but not be limited to cabling (patch and structured), cabinets, routers, switches, access points, firewalls, UPS and servers. The Network Equipment can be

	associated with the UNAS Service or Current LAN.
Network Equipment Stock	Spare Network Equipment procured by the Buyer or the Supplier for the purposes of a) using as replacements for fault Network Equipment at Sites or b) new installations.
Network Termination Unit	A device provided by a network operator to terminate a WAN circuit.
Major Change	A major change shall be defined as one or more of the following: <ul style="list-style-type: none"> <li>• Fit of a new communications room.</li> <li>• Refurbishment of a communications rooms.</li> <li>• New, replacement or removal of racks.</li> <li>• Installation of a major code revision or patch to the UNAS solution.</li> <li>• Additional or remove of Network Equipment kit by the Supplier.</li> </ul>
Man Days	This is for the period of 08:00 and 18:00.
Milestone Certificate	Milestone Certificate means the certificate to be issued by the Buyer in relation to the achievement of the milestone.  The Milestone Certificate will be required to enable the Supplier to invoice for the Milestone Payment.
Operational Support	Operational Support includes: <ul style="list-style-type: none"> <li>• Resolving any missed configurations which should have been performed as part of the Site transition.</li> <li>• Helping troubleshoot connections of devices to the UNAS solution at a Site.</li> <li>• Resolving faults with the configuration of the UNAS solution for a site from the management and orchestration platform.</li> <li>• Resolving any on site faults and configurations with UNAS Equipment.</li> <li>• Any ad hoc service requests to change the configuration at Site which can be performed remotely as opposed to on site.</li> </ul>
Pathfinder	As per defined under 2.1.4 in the Responsibility Matrix in this Schedule (Schedule 20 – Call Off Specification).
Problems	A Problem is the underlying cause of one or more Incidents.

Penetration Tests	Also called pen testing or ethical hacking, is the practice of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit.
Pre-Production	An environment used to replicate the Production environment for the purposes of testing.
Production	The environment which runs the live UNAS Service that Buyer and guest users and devices connect to.
UNAS Estate Transition Project Start Date	The UNAS Estate Transition Project Start Date will be the date that is agreed between both Parties via the project Change Control Process, once the Authority has obtained full Digital Design Authority (DDA) approvals for Pre-Production, Model Office and Pathfinder.
Releases	A set of related changes to, or the introduction of, a new application or infrastructure, which are scheduled for simultaneous implementation which typically form a single regression test baseline point.
RFC 1918	Request for Comment 1918 (RFC 1918), "Address Allocation for Private Internets," is the Internet Engineering Task Force (IETF) memorandum on methods of assigning, and IP addressing standards, of private IP addresses on TCP/IP networks.
REST API	A REST API (also known as RESTful API) is an application programming interface (API or web API) that conforms to the constraints of REST architectural style and allows for interaction with RESTful web services.
Root Cause Analysis	Means the analytical activity to be undertaken to determine the underlying cause of an Incident or Problem, and "Root Cause Analyses" shall be construed accordingly.
Quality Releases	means the absence of any defect, with performance fully conformant to the requirements, of a Release.
Service Commencement Activities	Completion of Authority DDA approval for pre-production and Model Office, as set out in Schedule 13. This will Include all Transition documentation as set out in Appendix A of Call Off Schedule 20 Specification, Programme Governance Structure and agreed Bill of Materials.
Service Desk	The single point of contact between the Supplier and Buyer concerning incidents.
Service Levels	Performance requirements, which are either Service Levels or KPIs as defined in Schedule 14.

Site	Includes any building where the Buyer provides network services to its staff or third parties performing activities on behalf of the Buyer. Example of sites shall include but not be limited to job centres, corporate offices, pension processing centres, cmg processing centres, contact centres, chda assessment centres, pip assessment centres and data centres.
Site Acceptance Certificate	Formal acceptance that a Site has been transitioned to the agreed site-specific design.  This is a joint document that will be agreed between both parties as part of Service Commencement Activities.
Site Transition	As per defined under 2.1.2, 2.1.6, 2.1.7 and 2.1.8 in the Responsibility Matrix in this Schedule (Schedule 20 – Call Off Specification).
Structured Cabling	Defined as building wide cabling for the purposes of voice and data networking.
Suppliers Tender Response	The document setting out the Supplier Response as to how it will fulfil the Buyer's requirements and meet its (the Suppliers) obligations in this Schedule (Schedule 20). Otherwise known as the Technical Envelope.
Transition	Means the activities required to migrate the Sites from the Current LAN to the UNAS solution.
User	An individual who uses the UNAS service, in conjunction with one or more Devices.
User Persona	A group of users with specific service characteristics and requirements which may include at least one or more of the following: <ul style="list-style-type: none"> <li>a. authentication methods;</li> <li>b. security setting;</li> <li>c. traffic shaping; and</li> <li>d. ip addressing requirements.</li> </ul>
UNAS Components	This encompasses any of the hardware or software components that are used to deliver the UNAS Service. Examples include management and orchestration platform and site level components.
UNAS Hardware	Any hardware required to deliver the UNAS Solution.
UNAS Solution	As described under obligation 1 in the Responsibility Matrix of this Schedule (Schedule 20).
UNAS Solution Boundary	As described in under obligation 1.1.5 in the Responsibility Matrix of this Schedule (Schedule 20).

UNAS Solution Management System	Any hardware or software provided or otherwise configured by Supplier to deliver the UNAS solution.
WAN	The wide area network (WAN) is a telecommunications network that connects the Buyer sites.
Warranty	A written guarantee, issued to the purchaser of an article by its manufacturer, promising to repair or replace it if necessary within a specified period of time
Wireless Access Point	An access point is a device that creates a wireless local area network. An access point connects to a wired router, switch, or hub via an Ethernet cable, and projects a Wi-Fi signal to a designated area.
Workarounds	A method for overcoming a problem or limitation in a program or system.

## RESPONSIBILITY MATRIX OVERVIEW

- 2.1 The Responsibility Matrix sets out the obligations of the Supplier in respect of the Services and the responsibilities of The Buyer (if any) in respect of each such obligation.
- 2.2 The Services comprise a number of key functions specified at Level 1 of the Responsibility Matrix.
- 2.3 Each of the key functions at Level 1 comprises a number of subsidiary functions specified at Level 2 in the Responsibility Matrix.
- 2.4 The entries at Level 1 and Level 2 of the Responsibility Matrix are headings, for convenience only and shall not affect the interpretation or construction of this Schedule (*Call Off Schedule 20 - Call Off Specification*).
- 2.5 The obligations of the Supplier in respect of each Level 2 heading are described in the form of outputs at Level 3 together with any qualifications as to how the Supplier meets each Level 3 obligation which are, where applicable, specified at Level 4 in the Responsibility Matrix.
- 2.6 The Supplier shall perform all obligations at Level 3 and shall perform or comply with all qualifications specified at Level 4 from the Contract Signature Date unless otherwise agreed with the Buyer.
- 2.7 The Buyer Responsibilities (if any) in respect of each output from The Supplier (specified at Level 3 in the Responsibility Matrix) are specified at Level 5 in the Responsibility Matrix.
- 2.8 The Buyer has no responsibilities to the Supplier in respect of the Services other than those specified at Level 5 in the Responsibility Matrix.
- 2.9 The numbering of Buyer requirements does not denote any relative importance.
- 2.10 The headings are for information and ease of use only; they have (or shall have) no contractual significance.

## **RESPONSIBILITY MATRIX**

<b>Original sequence</b>	<b>Source</b>	<b>Requirement</b>
<b>1</b>	<b>L1</b>	<b>UNAS Solution</b>
<b>1.1</b>	<b>L2</b>	<b>Unified Network Access Service Scope and Capabilities</b>
1.1.1	L3	The Supplier shall design, procure all required hardware and software licenses, install at, test at, provide break fix and 4th line support for UNAS (Unified Network Access Service) Solution.
1.1.2	L3	The Supplier will provide suitably qualified and experienced people to design, build, transition to and support (4th line & Onsite (via catalogue request)) the UNAS solution and service throughout the contract including project management, architecture, engineering, and testing.
1.1.3	L3	The scope of UNAS solution shall include: <ul style="list-style-type: none"> <li>a) Orchestration and management infrastructure, for the purposes of managing the UNAS infrastructure deployed across the estate;</li> <li>b) Network Equipment deployed at sites, required to deliver the UNAS solution;</li> <li>c) Installation Services to install, change, decommission UNAS solution at a Site;</li> <li>d) Support Services including On Site Support Services (via catalogue request) and 4th line Support for the UNAS hardware and software; and</li> <li>e) Any other capabilities presented in the Suppliers Tender Response.</li> </ul>
1.1.3.1	L4	The Orchestration and management infrastructure must be hosted in either the United Kingdom and/or a country that participates in the European Economic Area.
1.1.3.2	L4	The Orchestration and management infrastructure must be securely and logically separated such that only the Buyer has access to its platform and configurations unless temporary 4th line support access is required (and provided by the Buyer).
1.1.3.3	L5	The Buyer shall provide a list of Sites where the UNAS solution will be implemented and supported.
1.1.4	L3	The UNAS solution shall provide the following capabilities to each Site:

		<ul style="list-style-type: none"> <li>a) Firewall services, to protect the Site from internal and external security threats;</li> <li>b) Cabled LAN Services, enabled network Devices, end user Devices and IoT Devices to be interconnected; and</li> <li>c) Wireless LAN Services to provide internetworking for network devices, end user Devices and IoT Devices to be interconnected; and</li> <li>d) Any other Site capabilities presented in the Suppliers Tender Response.</li> </ul>
1.1.5	L3	<p>The Supplier shall deliver UNAS up to the following Service Boundaries at each Site:</p> <ul style="list-style-type: none"> <li>a) the interface cable that connects to the WAN Services device port, where the Site has provisioned a WAN device outside not provisioned by the UNAS solution;</li> <li>b) the interface cable connecting to the Network Termination Unit, where the UNAS solution provides the device(s) that connect to the WAN Service; and</li> <li>c) the interface cable which connects a UNAS device to any End User or IoT Device.</li> </ul>
1.1.6	L3	<p>The Supplier shall prepare and maintain through to the completion of Estate Transition the designs and related scripts for the UNAS solution which shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>a) High level Designs and Low Level Designs for Buyer Pre-Production and Production environments covering the following: <ul style="list-style-type: none"> <li>a. Orchestration and Management platforms;</li> <li>b. Security;</li> <li>c. Disaster Recovery and Business Continuity;</li> <li>d. Integration with other systems of the Buyer including but not limited to: <ul style="list-style-type: none"> <li>i. Event management platforms;</li> <li>ii. IT Service Management Toolset;</li> <li>iii. Role Based Resource Allocation;</li> <li>iv. Directory Services;</li> <li>v. DHCP Services; and</li> <li>vi. DNS Services.</li> </ul> </li> </ul> </li> <li>b) Supplier Pre-Production and Production environments</li> </ul>

		<ul style="list-style-type: none"> <li>c) Architectural designs relating to the WAN Bearer CDR and the Individual site type references listed in Appendix C1 UNAS Site Template Requirements.</li> <li>d) Security risks assessments for the platform.</li> <li>e) Scripts used to automate the build, configuration, backup of: <ul style="list-style-type: none"> <li>a. Management platform;</li> <li>b. Sites based site template designs;</li> </ul> </li> <li>f) Site surveys used for the purposes of Site Installation and Commissioning.</li> <li>g) As Is Site Designs for each Site until the end of the Site Configuration Warranty period (One Month)</li> <li>h) Any other transition documentation as set out Appendix A or otherwise agreed between the Supplier and the Buyer.</li> </ul>
1.1.7	L3	The Supplier shall design and implement the UNAS solution to be able to scale out to support at least 1,500 sites at no additional cost to the Buyer except for the deployment and configuration of Site specific hardware and related software licenses.
1.1.8	L3	The Supplier shall design and implement the UNAS solution to be able to meet the Service Levels (Schedule 14) and the Availability and Performance requirements in Appendix C1.
1.1.9	L3	The Supplier will provide advice and guidance through the Contract Term to the Buyer with respect to optimising UNAS solution including post the completion of Estate Transition and covering all elements of the Solution including the Site template designs.
1.1.10	L3	<p>The Supplier shall notify and agree with the Buyer in line with Joint Schedule 6 and/or Call-Off Schedule 15 (Call-Off Contract Management) any material changes to the technical solution presented in the Suppliers Tender Response. Supplier requested material changes include but are not limited to:</p> <ul style="list-style-type: none"> <li>a) Change of vendor used to deliver either parts or all the UNAS solution;</li> <li>b) Change of hardware to deliver the UNAS solution; and</li> <li>c) Rebuild of the any software platform.</li> </ul>
1.1.10.1	L4	In the event 1.1.10 applies, the Supplier will bear any reasonable associated Supplier and/or Buyer costs for material changes as per Section 1.1.10.
1.1.11	L3	The Supplier shall ensure that the UNAS service and all management, orchestration and Site components are synchronised preferably to a Buyer time source using network time protocol (NTP) that operates at a minimum to a level 3 stratum time source.

1.1.12	L3	All Supplier provided UNAS Hardware shall be subject to a lifetime warranty (covering the life of the contract and extension periods). The Supplier shall bear the costs for any replacement hardware required.
1.1.12.1	L4	Where the number of warranty claims exceeds 400 over the contract term including any extensions then the Supplier shall bear the associated costs of replacing the hardware at the relevant site(s).
<b>1.2</b>	<b>L2</b>	<b>UNAS Internetworking Support</b>
1.2.1	L3	The UNAS solution will support secure segregation of groups of Users and/or Devices on the wired and wireless networks. Segregation methods supported shall include: a) SSID (service set identifier); and b) As stated in the Suppliers Tender Response.
1.2.2	L3	The Supplier shall design and configure the UNAS solution to support RFC 1918 IP Addresses allocated by the Buyer in the delivery and management of the UNAS service.
1.2.3	L3	The UNAS solution shall support RFC2132, locally at each site, including the following DHCP Options 150, 160, 164, 42.
1.2.3.1	L4	The Buyer shall advise the Supplier of the management IP address of any new UNAS Network Equipment before it is commissioned into operation.
1.2.4	L3	The UNAS solution shall support configured and automated traffic shaping and bandwidth control capabilities to control the amount of bandwidth that can be consumed. It shall support assigning the capability to the following: a) Individual user; b) Individual device; c) User persona / group; d) Device groups; e) VLAN; f) Application; g) Any other methods presented within in the Supplier Tender Response or published Release Notes.
1.2.5	L3	The UNAS solution shall provide the capability to prioritise network traffic by: a) Type,

		<ul style="list-style-type: none"> <li>b) Category; and</li> <li>c) Administratively defined methods, including by: <ul style="list-style-type: none"> <li>a. Destination or source IP address;</li> <li>b. UDP or TCP port number;</li> <li>c. User persona / group;</li> <li>d. Device groups;</li> <li>e. VLAN;</li> <li>f. Port URL; and</li> <li>g. or other methods stated within the Supplier Tender Response and published Release Notes.</li> </ul> </li> </ul>
<b>1.3</b>	<b>L2</b>	<b>UNAS Wireless Connectivity</b>
1.3.1	L3	The UNAS solution will support as a minimum and in co-existence the following Wifi Standards (Wireless): 802.11ax, 802.11ac, 802.11n including backward compatibility through 802.11g/a/b.
1.3.2	L3	<p>The UNAS solution will support the following methods of user and device identification using wireless connections:</p> <ul style="list-style-type: none"> <li>a) No authentication;</li> <li>b) Pre Shared Keys, namely WPA2 Pre Shared Key;</li> <li>c) Wired Equivalent Privacy (WEP);</li> <li>d) 802.1x certificates;</li> <li>e) SMS (simple message service) token;</li> <li>f) Email confirmation; and.</li> <li>g) or other methods stated within the Supplier Tender Response and published Release Notes.</li> </ul>
1.3.3	L3	<p>The UNAS solution will support a guest registration and identification service for citizen and guest Users and Devices, which support the following features:</p> <ul style="list-style-type: none"> <li>a) Registration page with content that can be customised. Enabling the Buyer to include its own logo and terms and conditions of wireless usage;</li> </ul>

		<ul style="list-style-type: none"> <li>b) Capabilities, as an option for a) the Buyer member of staff to approve the registration and b) verify the email address and/ mobile number of the User and Device.</li> <li>c) Customisable duration for the login of each device to be valid from 1 day to 1 calendar year.</li> </ul>
<b>1.4</b>	<b>L2</b>	<b>UNAS Wired Connectivity</b>
1.4.1	L3	The UNAS solution will support as a minimum the following Ethernet Standards (Wired): 802.3u, 802.3ab, 802.3ac, 802.3ax, 803.2ae (for uplinks, where appropriate), 802.3af /at /bt (where appropriate), 802.3bz (where appropriate).
1.4.2	L3	<p>The UNAS solution will support secure access to wired network ports, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) Authorising network devices when connecting to a switch port.</li> <li>b) De-authorising network devices when they are unplugged from a switch (reset config on port).</li> </ul>
1.4.3	L3	<p>The UNAS solution will support the following methods of secure access authentication to wired network ports:</p> <ul style="list-style-type: none"> <li>a) No authentication;</li> <li>b) 802.1x certificates; and</li> <li>c) or other methods stated within the Supplier Tender Response and published Release Notes.</li> </ul>
1.4.4	L3	During Estate Transition the Supplier shall configure any unused wired ports with no cabled devices connected to have no network access.
<b>1.5</b>	<b>L2</b>	<b>UNAS Security</b>
1.5.1	L3	<p>The UNAS solution shall protect the management and orchestration platform and site infrastructure from the following threats:</p> <ul style="list-style-type: none"> <li>a) DNS protection;</li> <li>b) Content filtering including Known Botnets, Known Suspicious Sites, Identifiable Malware.</li> <li>c) IDS/IPS; and</li> <li>d) DDOS (Distributed Denial of Service) protection excluding upstream Internet Service Provider DDoS protection.</li> </ul>
1.5.2	L3	<p>The UNAS solution will support the following methods to control communication between users and their devices</p> <ul style="list-style-type: none"> <li>a) Preventing and allowing communication between network segments and VLANs;</li> <li>b) Ensuring inter VLAN routing is controlled and capable of being blocked to acceptable secure standards; and</li> <li>c) Preventing Devices from connecting to each other via wireless connection unless the Device is a printer/peripheral; and</li> </ul>

		d) other methods stated within the Supplier Tender Response and published Release Notes.
1.5.3	L3	The UNAS solution shall have the capability to place a user and its device into a network segment based either on the identity of the user or device or by the authentication mechanism used.
1.5.4	L3	The UNAS solution shall support for the purpose of 802.1x authentication integration with the 3 <sup>rd</sup> party providers and platforms.
1.5.5	L3	The UNAS solution shall support encrypted communication tunnels with other 3 <sup>rd</sup> party technologies. Complying with the DWP Security Standards for Security Boundaries, Use of Cryptography and Network Security Design as defined in Annex B of Call-off Schedule 9.
1.5.6	L3	The UNAS solution will provide RBAC (Role Based Access Control) to the management console for authorised users including supporting: <ul style="list-style-type: none"> <li>a) Multi factor authentication; and</li> <li>b) Integration with Microsoft Azure AD.</li> </ul>
1.5.7	L3	The UNAS solution will secure and encrypt all management and configuration data held at rest on any UNAS component or in transit between UNAS components.
1.5.8	L3	The UNAS solution shall support secure communication over APIs to Buyer management systems in line with REST API design and configuration principles, guidance and best practice.
1.5.9	L3	The Supplier shall ensure secure separation of the Buyer's management platform with any other customer of the Supplier.
1.5.10	L3	The Supplier shall ensure that there is no means for the Supplier, its sub-contractors and the vendor(s) to gain access to the UNAS management and orchestration platform and related data unless temporary access is approved and provided by the Buyer.
1.5.11	L3	The Supplier shall configure the UNAS solution to be secured appropriately in line with Buyer standards and legislation as set out in Annex A and B of Call-off Schedule 9.
1.5.12	L3	The UNAS solution shall be designed and configured by the Supplier to adhere to all relevant published NCSC guidelines and standards unless otherwise agreed with the Buyer.
<b>1.6</b>	<b>L2</b>	<b>UNAS Management</b>
1.6.1	L3	The Supplier shall provide management tools to enable the Buyer to configure, operate, support and maintain the UNAS solution. The management tools shall deliver the following capabilities:

		<ul style="list-style-type: none"> <li>a) Configuration of the UNAS platform, UNAS Sites and UNAS Network Equipment;</li> <li>b) Real time and historic fault and performance reporting of the UNAS solution, each Site and each component;</li> <li>c) Logging of all logins and configuration changes;</li> <li>d) Asset Management covering all hardware and software components;</li> <li>e) Firmware, software and patch distribution and installation;</li> <li>f) API support to enable scripts to be developed to gather data from the UNAS solution or perform configurations; and</li> <li>g) Any other management capabilities set out in the Suppliers Tender Response.</li> </ul>
1.6.2	L3	The UNAS solution shall enable the Buyer to be able to configure the platform and Sites.
1.6.2.1	L4	<p>The Buyer shall be able to implement single configuration changes without limitation in the following scenarios:</p> <ul style="list-style-type: none"> <li>a) Changes to all Sites;</li> <li>b) Changes to groups of Sites defined by the Buyer;</li> <li>c) Changes to all User Persona, Users groups and/or Devices;</li> <li>d) Changes to groups of User and/or Devices defined by the Buyer.</li> </ul>
1.6.2.2	L4	<p>The UNAS solution shall have a record of all configuration changes including for each the following information:</p> <ul style="list-style-type: none"> <li>a) User ID or name of the account that made the change.</li> <li>b) Date and time of the change; and</li> <li>c) Details of the change that was made.</li> </ul>
1.6.2.3	L4	The UNAS solution shall retain all log configuration changes for a minimum of 30 days.
1.6.3	L3	<p>The UNAS solution shall have the capability to define event thresholds and raise proactive alerts for the following:</p> <ul style="list-style-type: none"> <li>a) An outage, system crash or unplanned reboot event of any UNAS Network Equipment;</li> <li>b) Any part of the UNAS solution and its components falling below a defined performance threshold, including but not limited to: <ul style="list-style-type: none"> <li>a. Packet loss, jitter latency on any WAN or LAN interface;</li> <li>b. Failure of a firmware, software and/or patch upgrade;</li> <li>c. CPU, Memory utilisation;</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>d. Bandwidth utilisation;</li> <li>e. System crash or unplanned reboot event; and</li> <li>f. Maximum client/device threshold on a Wireless Access Point.</li> </ul> <p>c) Any other related capabilities set out in the Supplier's Tender Response.</p>
1.6.3.1	L4	The UNAS solution shall retain all logged event information for a minimum of 30 days.
1.6.3.2	L4	<p>The Suppliers shall configure the UNAS solution to provide real time performance data and fault information to the Buyer's Network Monitoring Tools using REST API scripts. The Buyer's Network Monitoring tools include:</p> <ul style="list-style-type: none"> <li>a) BMC Entuity;</li> <li>b) Splunk;</li> <li>c) Service Now;</li> <li>d) Netscout; and</li> <li>e) Dynatrace.</li> </ul>
1.6.3.3	L5	The Buyer shall support the Supplier with any configuration required to the Buyer's Network Monitoring tools and any related information required for the purposes of paragraph 1.6.3.
1.6.4	L3	<ul style="list-style-type: none"> <li>a) The UNAS solution shall have a record of all user account authentications and configuration changes. For each record the following shall be recorded: User ID or name of the account that made the change.</li> <li>b) Date and time of the change; and</li> <li>c) Details of the change that was made.</li> </ul>
1.6.5	L3	The UNAS solution will have the capability to export all the changes, events and data captured under 1.6.2, 1.6.3 and 1.6.4 in open formats including but not limited to XML and CSV.
1.6.6	L3	The UNAS solution shall support upstream and downstream secure API integration to obtain data for analysis, reporting and to aid automation using REST standards.
1.6.6.1	L4	The UNAS solution shall comply with published REST API design principles and guidance.

1.6.6.2	L4	All features, configuration items and data shall be accessible via the REST API unless otherwise explicitly stated in the Supplier's Tender Response.
1.6.7	L3	The UNAS solution shall support the remote installation of new firmware, new software or patches.
1.6.7.1	L4	For any firmware, software and patches the UNAS solution shall be capable to: <ul style="list-style-type: none"> <li>a) Schedule the installation at time of the Buyer's choosing;</li> <li>b) Rollback to the previous running and working version of firmware, software or patch revision.</li> <li>c) Upgrade selected components across the Buyer estate or at Sites for testing or to avoid a complete outage of the UNAS solution across the Buyer Estate or a Site.</li> </ul>
1.6.7.2	L4	The Supplier shall ensure that all UNAS devices have the capability to be patched to a Buyer defined vendor release, with the exception of Security Releases which shall be the latest release unless otherwise agreed in writing with the Buyer.
1.6.7.3	L4	The Supplier shall be responsible for all new firmware, new software or patches during Estate Transition ensuring all components of the UNAS solution are at N-1 of the current major release for each component. For example if the current release is 3.x then the installed release must be at least 2.x.
1.6.7.4	L4	The Supplier shall bear all costs associated with 1.6.7.3
1.6.8	L3	The UNAS solution shall provide Asset Management including recording and tracking of all UNAS hardware and software licenses owned by the Buyer or otherwise held at Buyer sites.
1.6.8.1	L4	The Asset Management capabilities shall include the recording and visibility of: <ul style="list-style-type: none"> <li>a) The end of vendor support date for each hardware component where known;</li> <li>b) The license expiry date for each license;</li> <li>c) The geographic location of each hardware component including at Buyer Sites, at the Suppliers storage location(s), in transit or with the vendor for warranty claim purposes;</li> <li>d) Tracking of spare and unused hardware components and licenses; and</li> <li>e) Tracking of warranty claims.</li> </ul>
1.6.8.2	L4	The Supplier shall support the buyer in integrating the asset information via the API into the DWP Asset Management System

1.6.9	L3	The UNAS solution will provide the ability to seamlessly navigate through the entire user journey from device to the internet via a single management pane.
1.6.9.1	L4	The user journey capabilities and statistical information will cover: <ul style="list-style-type: none"> <li>- Device</li> <li>- CPE</li> <li>- Application</li> <li>- Performance Monitoring</li> <li>- Real Time Monitoring</li> </ul>
<b>2</b>	<b>L2</b>	<b>UNAS Estate Transition</b>
2.1	L2	At the request of the Buyer the Supplier shall plan, manage the transition of each Site from the Current LAN Service to the UNAS Service. Establishment of the UNAS Service and transition of Sites shall be known as the Estate Transition.
2.1.1	L3	The Buyer reserves the right to procure the services from another provider to perform the Estate Transition in full or part prior to the commencement of Estate Transition and during Estate Transition.
2.1.1.1	L5	The Buyer shall formally state the scope of the Suppliers Estate Transition at Contract Signature providing a list of Sites including any timing constraints as to when the Sites cannot or can be transitioned.
2.1.1.2	L5	The Buyer shall give two months' notice if it wishes to remove any Sites from the scope of the Suppliers Estate Transition.
2.1.2	L3	The Suppliers Estate Transition scope shall include: <ul style="list-style-type: none"> <li>a) Setup of the orchestration and management platform, and configuration of the Sites;</li> <li>b) Integration of the UNAS platform with the Buyer's platforms include: <ul style="list-style-type: none"> <li>a. Directory Services for Role Based Access Control;</li> <li>b. Network Monitoring Tool;</li> <li>c. IT Service Management Toolset;</li> <li>d. Role Based Resource Allocation;</li> <li>e. Security Event Management tool integration;</li> <li>f. Directory Services;</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>g. DHCP Services; and</li> <li>h. DNS Services.</li> </ul> <p>c) Performing surveys at Sites to determine the following:</p> <ul style="list-style-type: none"> <li>a. UNAS Network Equipment required;</li> <li>b. Location of wired switches and wireless access points; and</li> <li>c. Any structured cabling works required.</li> </ul> <p>d) Prepare Site designs, covering:</p> <ul style="list-style-type: none"> <li>a. Cabinet layout(s);</li> <li>b. Device Interconnections;</li> <li>c. Wireless Access Point Locations;</li> <li>d. IP address allocations;</li> <li>e. Device naming; and</li> <li>f. Bill of materials.</li> </ul> <p>e) Physical deployment of Network Equipment required to deliver the UNAS solution including remediation of any power and space issues at each Site unless otherwise agreed with the Buyer;</p> <p>f) Structured and Patch Cabling works required to interconnect the Network Equipment for the UNAS solution at each Site unless otherwise agreed with the Buyer;</p> <p>g) Configuration of each Site using agreed Site Design Templates and any related exceptions agreed with the Buyer;</p> <p>h) Migration of any cabled Devices from the Current LAN to the UNAS solution at each Site;</p> <p>i) Migration of any wireless Devices from the Current LAN to the UNAS solution at each Site;</p> <p>j) Interconnectivity of the UNAS solution with the local WAN edge device at each Site;</p> <p>k) Commissioning and testing of the UNAS solution as per obligation 2.1.6 in this Responsibility Matrix at each Site;</p> <p>l) Floorwalking support where requested by the Buyer to help users post completion;</p> <p>m) Ensuring the equipment rooms and office areas are clear of redundant cables and transition materials at each Site;</p> <p>n) Return all redundant cables and Current LAN Network Equipment to Suppliers storage location;</p>
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		o) At the Buyer's request dispose (Secure and Non-Secure) of any Current LAN Equipment no longer required because of migrating to the UNAS solution.
2.1.2.1	L4	The configuration of the management and orchestration platform and each Site shall be performed by Supplier staff who are UK Government Secure Cleared.
2.1.2.2	L5	The Buyer shall provide asbestos registers and floorplans for each site.
2.1.2.3	L4	Any Estate Transition activity which causes the Current LAN or UNAS solutions to be unavailable or impacts working operation or health and safety of a Site shall be performed outside of working hours unless otherwise agreed with the Buyer.  Core working hours are: Mon - Fri 07:00 - 18:00 (Job Centres) Weekends 07:00 - 17:00 Implementation changes will be arranged on a per site basis during agreed time periods.
2.1.2.4		Removed at the point of Contract Award.
2.1.2.5	L4	The Buyer shall subject to reasonable notice secure any approvals from the landlord of any Site works related to the Transition of Sites.
2.1.2.6	L4	The supplier will ensure that any of their personnel provided with any system access (i.e. orchestrator, authentication component changes, any other methods of system/device configuration or ability to run commands) will be UK Government Secure Cleared.
2.1.3	L3	The Supplier shall develop, agree with the Buyer and maintain a Transition Plan throughout Estate Transition which shall cover as a minimum the following:  a) Design, build and test of the UNAS orchestration and management platform; b) Site by Site schedule for Pathfinder Sites to be transitioned; c) Site by Site schedule of all Sites to be transitioned; and d) Detailed dependencies upon the Buyer.
2.1.3.1	L4	The Supplier's Site by Site schedule shall build in the following Buyer requirements:  a) Evenly distribute the rollout of different sizes of sites across the schedule; b) Transition the site post the Buyer completing the transition of end user computing Devices to cloud first Devices;

2.1.4	L3	<p>The Supplier shall perform a Pathfinder exercise at 3 sites to be selected by the Buyer. The Pathfinder shall demonstrate the UNAS solution and service meet the Buyer's requirements, including:</p> <ul style="list-style-type: none"> <li>a) UNAS orchestration and management platform;</li> <li>b) Security Controls for the UNAS solution have mitigated the vulnerabilities and risks identified by an independent assessor and to the satisfaction of the Buyer SRO (Senior Responsibility Officer).</li> <li>c) UNAS Site template designs, including performance capabilities the Supplier sets out in its Tender Response;</li> <li>d) UNAS Site installation, commissioning and testing process as per obligation 2.1.6 in this Responsibility Matrix;</li> <li>e) Site configuration warranty for a period of one month post the transition of each Site;</li> <li>f) Operational support of the sites by the Supplier for a period of one month unless otherwise agreed with the Buyer; and</li> </ul> <p>Readiness of the Estate Transition to the UNAS solution across the remainder of Buyer sites.</p>
2.1.4.1	L4	The Supplier shall migrate the Pathfinder sites within 1 month of the Contract Signature and provide a Site configuration warranty for a period of one month post the transition of each Site
2.1.4.2	L4	The Buyer reserves the right to not proceed with the remainder of the Estate Transition if the Pathfinder does not demonstrate it has met the Buyer requirements.
2.1.4.3	L5	No longer than five days after Contract signature the Buyer shall state the 3 Pathfinder Sites where it requires the UNAS solution to be installation and commissioned.
2.1.4.4	L5	The Buyer shall provide access to the Sites for the purposes of the Supplier survey, installation, commissioning and testing work subject to reasonable notice being given.
2.1.5	L3	<p>The Supplier shall cooperate with independent security assessments for the UNAS solution including:</p> <ul style="list-style-type: none"> <li>a) Providing up to date designs and configuration information;</li> <li>b) Making Supplier and vendor subject matter experts available to answer questions; and</li> <li>c) Providing the independent risk assessor with access to the platform to provide vulnerability scans and tests.</li> </ul>
2.1.5.1		Removed at the point of Contract Award.
2.1.5.2	L4	The Buyer shall be responsible for arranging independent security assessment of the UNAS solution.
2.1.6	L3	The Suppliers installation, commissioning and testing at each Site shall include but not be limited to:

		<ul style="list-style-type: none"> <li>a) Surveys required to where Network Equipment will be deployed in the Site;</li> <li>b) Installation and configuration of all hardware components required to deliver the UNAS solution to the Site;</li> <li>c) Wireless coverage across the Site is demonstrated to reflect the coverage from the Wireless survey performed by the Supplier.</li> <li>d) Testing of end user Devices connecting to the Internet and Buyer Private Network.</li> <li>e) Testing of IoT Devices connecting to related management and data processing systems.</li> <li>f) Testing of printer Devices with remote printer services on the Buyer Private Network.</li> <li>g) Testing of User and Device persona resource allocation for points a), b) and c) above.</li> <li>h) Performance testing to prove optimal service performance has been achieved for each persona (as per requirements in Appendix C1 – UNAS Site Template Requirements).</li> </ul>
2.1.6.1	L4	<p>The Supplier shall perform the following at each Site post Site Transition including:</p> <ul style="list-style-type: none"> <li>a) Floorwalking to help users to use the UNAS service (next working day); and</li> <li>b) Recover Current LAN/Wi-Fi Network Equipment and unused patching cables (n.b. structured cabling will be left in situ).</li> </ul>
2.1.6.2	L4	The Supplier shall assume that the Current LAN and UNAS service cannot operationally co-exist at each Site.
2.1.6.3	L4	The Supplier shall ensure there is no loss of wired or wireless networking services within working hours whilst transitioning from the Current LAN to the UNAS Service.
2.1.6.4	L4	The Supplier acknowledges that there may be limited secure storage available at the majority of DWP sites. The Buyer undertakes to provide a list of sites where temporary storage of infrastructure relating to that sites transition is available.
2.1.6.5	L4	The Supplier's installation engineers shall carry sufficient stock with them for the purposes of any issues arising with faulty hardware to be installed.
2.1.6.6	L5	The Buyer shall on a reasonable endeavour's basis provide secure storage at each Hub Site for the purposes of storing any Network Equipment delivered for and in advance of the Site Transition. The secure storage shall be provided for up to one week in advance of the Site Transition.
2.1.6.7	L4	Once all installation, commissioning and testing work has been completed at a Site the Supplier shall present a Site Acceptance Certificate for the Buyer sign off. The Site Acceptance Certificate shall set out any issues or snags resolved or otherwise with a Buyer agreed plan to resolve them.

2.1.6.8	L5	The Buyer shall sign off installation, commissioning and testing Site Acceptance Certificate for each Site.
2.1.7	L3	The Supplier shall provide a Site configuration warranty period of one calendar month for each Site post the Buyer sign off the related Site Acceptance Certificate for each Site. All Supplier costs associated with remedial works including any on site work shall be borne by the Supplier during the warranty period.
2.1.8	L3	The Supplier shall provide Operational Support for each Site during the sign off period (one week) or when all snags identified during the sign off period have been resolved, whichever is the later. All Supplier costs associated with Operational Support including any on site work shall be borne by the Supplier.
2.1.9	L3	The Supplier throughout the Estate Transition shall bear the costs for all UNAS solution Management System and Network Equipment firm-ware and software upgrades required to the UNAS solution for following purposes: a) To meet the obligations set out in this Specification (Schedule 20); b) To deliver the capabilities specified in the Suppliers Tender Response; c) To address any security vulnerabilities deemed high risk; and d) To address any bugs or faults which prevent the provider from fulfilling points a), b) or c) above.
2.1.10	L3	The Estate Transition will be deemed complete once all the Site Acceptance Certificate for each Site in scope of the Estate Transition has been signed off.
2.1.11	L3	Where the Supplier chooses to propose an alternative Implementation Partner to the one agreed at the point of Contract Award, the Buyer must provide consent to the changes. In the event this occurs, the Supplier will bear any Supplier and Buyer costs associated to the migration of the new proposed Sub-Contractor.
2.1.12	L3	The Supplier shall configure user groups in accordance with the UNAS Technical Design Specification (Appendix I)
2.1.13	L3	The Supplier shall configure the UNAS service to support access to Gov Wi-Fi.
<b>3</b>	<b>L2</b>	<b>UNAS Support Services</b>
3.1	L2	The Supplier shall provide the following Support Services: a) 4 <sup>th</sup> Line Support Services; b) Break Fix & On Site Support Services (via Catalogue Request);

		<ul style="list-style-type: none"> <li>c) Stock and Spares Management;</li> <li>d) Cabling Services (via Catalogue Request); and</li> <li>e) Value Added Services.</li> </ul>
3.1.1	L4	The supplier will ensure that any personnel who are temporarily provided with any system access (i.e. orchestrator, authentication component changes, any other methods of system/device configuration or ability to run commands) will be UK Government Secure Cleared.
3.1.2	L3	<p>The Service Support requirements set out under section 4 of this Responsibilities Matrix shall apply to the following Support Services:</p> <ul style="list-style-type: none"> <li>a) On Site Support Services;</li> <li>b) Stock and Spares Management; and</li> <li>c) Cabling Services.</li> </ul>
3.1.3	L3	The Supplier will be expected to be proactive and will meet on a need's basis driven by market changes to provide the Buyer with advice and guidance on changes to the network market and new products and services that would benefit the Buyer.
3.1.4	L3	The Supplier will provide the Buyer with recommendations on how future products and service spend can be mitigated where applicable.
3.1.5	L3	The Supplier will provide support and guidance to the Buyer on the specific terms and conditions provided by the OEMs, to ensure the Buyer remains compliant.
3.1.6	L3	The Supplier shall provide a dedicated office support service that will be available to the Buyer via email and telephone service between the hours of 08:00 and 18:00 during the working day.
<b>3.2</b>	<b>L2</b>	<b>4th Line Support Services</b>
3.2.1	L3	<p>The Supplier shall provide 4th Line Support Service for the UNAS solution and UNAS Network Equipment including:</p> <ul style="list-style-type: none"> <li>a) Expert troubleshooting of technical issues with the UNAS solution that otherwise cannot be resolved by the Buyer support teams and relate to configuration of the platform and/or bugs.</li> <li>b) Advice and guidance on patches and upgrades for the UNAS hardware and software platform.</li> <li>c) Replicating and resolving faults within the Supplier and Buyer pre-production environment</li> </ul>
3.2.1.1	L5	The Buyer shall be able to raise 4th Line Support Service requests via phone, email or the Suppliers online service portal.
<b>3.3</b>	<b>L2</b>	<b>On Site Support Services Scope</b>

3.3.1	L3	The Supplier shall provide Break Fix & Onsite Support Services (via Catalogue Request) for Network Equipment at Sites, including: <ul style="list-style-type: none"> <li>a) Site Surveys for Network Equipment;</li> <li>b) Installations of Network Equipment;</li> <li>c) Fault Finding and Resolution of Network Equipment;</li> <li>d) Replacement of faulty Network Equipment;</li> <li>e) Decommissioning of Network Equipment; and</li> <li>f) Disposal and/or secure disposal of Network Equipment.</li> </ul>
3.3.1.1	L4	The Supplier shall provide On Site Support Services for both the Current LAN and UNAS solution.
3.3.1.2	L4	The Buyer reserves the right to not exclusively procure On Site Support Services for UNAS Network Equipment from the Supplier. Though Responsibility Matrix obligation 3.3.1 d) shall still otherwise apply irrespective of whether the Supplier provides On Site Support Services.
3.3.1.3	L4	The Supplier shall provide On Site Support Services for the Current LAN when the Estate Transition is complete or an earlier date if specified by the Buyer.
3.3.1.4	L5	The Buyer shall provide a list of Sites where it will retain the Current LAN service three calendar months prior to requiring related On Site Support Services to commence at these Sites.
3.3.1.5	L5	If the Buyer wishes to bring forward the commencement of the Suppliers On Site Support of the Current LAN then it shall give the Supplier three calendar months notice.
3.3.1.6	L5	The Buyer shall be liable for the costs associated with supplying the Supplier with hardware and software associated required to support the Current LAN Network Equipment.
3.3.1.7	L5	The Buyer shall agree with and supply the Supplier with the hardware to be held in stock for replacing faulty Current LAN Network Equipment.
3.3.1.8	L3	The Supplier shall perform the following types of Site Surveys including: <ul style="list-style-type: none"> <li>a) Equipment Room surveys, to establish environmental requirements to host Network Equipment. This shall cover power, cooling, housing of Network Equipment. Such Surveys shall comply with the UNAS Technical Design Specification (Appendix I).</li> <li>b) Wireless Surveys, to either:</li> </ul>

		<ul style="list-style-type: none"> <li>a. Establish the optimal location of wireless access points and related switching devices based on the UNAS solution and available products. Such surveys may include indoor and/or outdoor coverage.</li> <li>b. Establish the cause, if any, of issues with Wireless coverage and performance within a Site.</li> <li>c) Cabling Surveys for one or more of the following purposes: <ul style="list-style-type: none"> <li>a. Identify cabling faults and/or standard of cabling in place;</li> <li>b. Identify new patch and/or structured cabling requirements; and</li> <li>c. Test structured cabling performance.</li> </ul> </li> </ul>
3.3.1.9	L4	<p>The Supplier shall perform Installations of Network Equipment at Sites. Installations shall as required include:</p> <ul style="list-style-type: none"> <li>a) Installation including replacing existing physical racks;</li> <li>b) Physical racking of Network Equipment where applicable;</li> <li>c) Patch cabling and equipment room structured cabling of Network Equipment;</li> <li>d) Perform the base configuration of the device to enable it to connect to the Buyer's orchestration platforms;</li> <li>e) On site commissioning tests.</li> </ul>
3.3.1.10	L4	<p>The Supplier under the instruction of the Buyer (via Catalogue Request or incident) shall perform Fault Finding and Resolution at a Site and it shall include but not be limited to one or more of the following activities:</p> <ul style="list-style-type: none"> <li>a) Power resets of active Network Equipment;</li> <li>b) Check patch and structured cables are correctly plugged into device and/or are not broken;</li> <li>c) Replace broken patch and structured cables;</li> <li>d) Swap out faulty Network Equipment including performing the base configuration of the device to enable it to connect to the Buyer's orchestration platforms; and</li> <li>e) Perform one of the following applicable requirements for the Network Equipment including: <ul style="list-style-type: none"> <li>a. Process a warranty claim;</li> <li>b. Perform disposal; and</li> <li>c. Perform secure disposal.</li> </ul> </li> </ul>

3.3.1.11	L4	The Supplier shall under the instruction of the Buyer perform the Replacement of faulty Network Equipment at a Site and it shall include but not be limited to one or more of the following activities: a) Power down and remove Network Equipment from a physical rack including if applicable the rack; b) Remove structured patch cables; c) Activities set out under 3.3.1.3; and d) Activities set out under 3.3.1.4.
3.3.1.12	L4	The Supplier shall under the instruction of the Buyer perform the decommissioning of Network Equipment at a Site and it shall include but not be limited to one or more of the following activities: a) Power down and remove Network Equipment from a physical rack including if applicable the rack. b) Removing structured cables and patch cables. c) Safely return Equipment to the Supplier's secure Spares Location. d) Perform a disposal or secure disposal where required of some or all the Network Equipment. e) Factory reset device prior to it leaving site.
3.3.1.13	L3	The Supplier shall comply with the Buyer Policies and Procedures when performing any On Site Support Services.
3.3.1.14	L3	The Supplier shall agree the policy for which Network Equipment will require secure disposal. Such equipment shall include anything which holds Buyer configuration information or personal identifiable information.
3.3.1.15	L5	The Buyer shall provide: a) Instructions on how to perform the base configuration of any active Network Equipment; and b) Documented on site commissioning tests.
<b>3.4</b>	<b>L2</b>	<b>Stock and Spares Management</b>
3.4.1	L3	The Supplier will retain and securely store Current LAN and UNAS Network Equipment stock at its nominated locations for the purposes of: a) Providing Break Fix services and meeting its Service Levels (as defined in Schedule 14) b) Future site implementations and; c) Supporting On Site Support Services, as defined under 3.1 of this schedule).

3.4.1.1	L4	The Buyer shall incur no costs for the Storage for any UNAS Network Equipment held for the purposes of Estate Transition, break fix and warranty services.
3.4.1.2	L4	The Buyer reserves the right to use the Storage services of another provider in the following circumstances: a) Storage of Current LAN Network Equipment. b) Storage of Network Equipment for the purposes of obligations 3.3.1 a), b), c), e) and f).
3.4.2	L3	The Supplier shall manage Network Equipment stock and perform the following reporting: a) Report when held stock is below thresholds agreed with the Buyer; and b) Report on a calendar basis monthly on stock levels of each type of Network Equipment held across the locations where the Supplier holds spares.
3.4.3	L3	The Supplier shall define and perform the asset management process and related activities for the following: a) Maintain stock records of all Network Equipment held at each Supplier Location and ensuring such records are consistent with those held on the Buyer's IT Service Management Toolset. b) Receipt of new Network Equipment including: a. Complying with the Buyer's Asset Management Policies and Procedures; b. Ensuring all the Buyer devices are clearly asset tagged and auditable; and c. Providing to the Buyer proof of receipt from the shipping party. c) Warranty returns with the vendor / manufacturer for Network Equipment, including taking receipt of replacement equipment; d) Secure disposal of Network Equipment hardware in accordance with the Buyer Disposal Policy.
3.4.4	L3	The Supplier shall comply with the Buyer's Operational Policies and Procedures concerning Asset Management.
3.4.5	L3	The Supplier shall document the Warranty returns processes and ensure this complies with agreed Service Levels (Schedule 14).
3.4.6	L4	The Supplier shall be responsible for ensuring sufficient stock of UNAS Network Equipment at each of its spare locations in order to be able to meet the related Service Levels (Schedule 14).
3.4.6.1	L5	The Buyer shall procure all the spare Current LAN Network Equipment in accordance with the stock levels agreed between the Buyer and Supplier for each of the Suppliers spares locations.

3.4.6.2	L5	The Buyer shall procure spare UNAS Network Equipment for the purposes of future site implementations. For avoidance of doubt this excludes Estate Transition.
3.4.7	L3	The Supplier shall provide the Buyer with the ability to audit the Buyer owned Hardware items held in the Suppliers buy and store location. In addition to this, the Buyer will have the ability to request insurance of stock and defer of warranties if not already covered under the overarching agreement.
3.4.8	L3	The Buyer may inspect the Buyer owned hardware items at the Supplier sites and these inspections will be carried out during normal business hours with reasonable notice to the Supplier.
3.4.9	L3	Once the goods owned by the Buyer have been received into the Suppliers buy and store location, the Supplier will notify the Buyer and the receipting process will commence as detailed below.
3.4.9.1	L4	In the event of any instance when the Buyer needs the Supplier to collect physical evidence to support the receipting process, the Supplier or third party will carry this out at no extra charge to the Buyer.
3.4.9.2	L4	In the event the Buyer wants to invoke the buy and store terms, the Buyer will send a separate email with the Purchase Order (PO) or contract variation that contains: <ul style="list-style-type: none"> <li>a) A request to the Supplier to invoice the goods as detailed and to hold the goods on behalf of the Buyer for a period which will not exceed 6 months; and</li> <li>b) An agreed delivery schedule in respect of when the goods will be supplied.</li> </ul>
3.4.9.3	L4	Once the Supplier has received the purchase order number and the signed contract variation the Supplier will: <ul style="list-style-type: none"> <li>a) Raise an invoice when the goods are received into the Suppliers buy and store location and will label them as the Buyer's goods. The invoice should be paid in accordance with the standard payment terms agreed between the Buyer and Supplier and is payable even though the goods are physically held by the Supplier.</li> <li>b) Insure the goods to either the repair cost or replacement cost, whichever happens to be lower, for the period of storage.</li> <li>c) If the goods are held by the Supplier for longer than 6-months, the Supplier reserves the right to charge the Buyer additional storage fees which will be agreed within the catalogue pricing within Call-Off Schedule 5 (Pricing) at the point of Contract Award.</li> </ul>
3.4.10	L3	The title and risk in the goods will pass to the Buyer for Buyer owned goods once the payment has been paid in full to the Supplier.

<b>3.5</b>	<b>L2</b>	<b>Cabling Services</b>
3.5.1	L3	The Supplier shall provide Cabling Services for Buyer's Sites for the purposes of installations and to locate and resolve cabling faults.
3.5.2	L3	Upon request (via Catalogue Request), and at sites specified by the Buyer, the Supplier shall perform one or more of the following Services: <ul style="list-style-type: none"> <li>a) Perform patch cabling between a device and wall or floor port.</li> <li>b) Investigate and resolve a patch cabling fault.</li> <li>c) Undertake an investigation into the quality of the Structured Cabling at a Site.</li> <li>d) Undertake a Site survey.</li> <li>e) Supply and install Structured Cabling including cable accessories.</li> <li>f) Shall supply and install fibre optic cabling including SFPs.</li> <li>g) Remedial work related to communications room checks.</li> </ul>
3.5.2.1	L4	The Buyer reserves the right to procure the Cabling Services listed under responsibility 3.5.2 from other providers.
3.5.3	L3	The Supplier shall label and colour code all cables to the Buyer standards when installing and/or undertaking re-cabling or re-patching at a Site, including the management and maintenance of patch leads and patch panels.
3.5.4	L3	The Supplier shall monitor, analyse and report if the level of reported Site cable faults is excessive in the reasonable opinion of the Supplier
3.5.5	L3	When a communications room is attended, the Supplier shall perform a set of checks to determine adherence with communications room standards, including reporting non-compliance, using a checklist. The Supplier shall provide a copy of the checklist to the Buyer.
3.5.6	L3	All cabling installed by the Supplier shall be subject to OEM standard warranty detail of such warranty information must be provided to the Buyer.
3.5.7	L3	Where cabling is replaced, it should comply with the standards of the Buyer.
3.5.8	L3	The Supplier shall provide a cabling design for each Site on deployment and following any change.
<b>3.6</b>	<b>L2</b>	<b>Value Added Services</b>
3.6.1	L2	The Supplier will be proactive and will meet on a need's basis driven by market changes to provide the Buyer with advice and guidance on changes to the network market and new products and services that would benefit the Buyer.

3.6.2	L3	The Supplier will provide the Buyer with recommendations on how future products and service spend can be mitigated where applicable.
3.6.3	L3	The Supplier will provide support and guidance to the Buyer on the specific terms and conditions provided by the OEMs, to ensure the Buyer remains compliant.
3.6.4	L3	The Supplier will be expected to proactively notify the Buyer of upcoming Support and Maintenance renewals, including licences, providing advice and guidance on potential aggregation and co-term opportunities.
3.6.5	L3	The Supplier will proactively support the Buyer with any required renewals as part of the UNAS solution to ensure that the Buyer always remains within term with no disruption to service.
<b>4</b>	<b>L2</b>	<b>Services Support Requirements</b>
<b>4.1</b>	<b>L3</b>	<b>Access to Information</b>
4.1.1	L3	The Supplier shall support the Buyer in the provision of information relating to the Services that may be required by the Buyer from time to time in response to requests for information from third parties, including, without limitation, Parliamentary Questions and Freedom of Information requests. Such information shall not be reasonably withheld and be provided within five days to the Buyer at no additional cost to the Buyer.
<b>4.2</b>	<b>L3</b>	<b>Guidance and Maintenance of Tooling</b>
4.2.1	L3	The Supplier shall provide and maintain accurate design and configuration documentation for all Supplier tooling used in providing the Services.
4.2.2	L3	The Supplier shall comply with the following Buyer Policies and Procedures when either directly using and/or integrating with the Buyer's IT Service Management Toolset. These policies and procedures include: <ul style="list-style-type: none"> <li>a) TechNow Code of Connectivity; and</li> <li>b) Supplier on-Boarding 3rd Party Access to the DWP place Application.</li> </ul>
<b>5.1</b>	<b>L3</b>	<b>Incident Management</b>
5.1.1	L3	The Supplier shall comply with the following for Incident Management: <ul style="list-style-type: none"> <li>a) Buyer's Incident Management Framework; and</li> </ul>

		b) Buyer's Major Incident Policies and Procedures.
5.1.2	L3	The Supplier shall ensure Incident Records are complete and up to date at all times and are linked to any other impacted areas including, but not limited to, the CMDB, Problems, Change Records, Known Errors and Workarounds within the Buyer Service Management Tooling
5.1.3	L3	The Supplier shall identify, record, investigate, diagnose and resolve Incidents assigned to the Supplier in accordance with the relevant Service Level Targets and Key Performance Indicators, as specified in Schedule 14 (Service Levels).
5.1.4	L3	The Supplier shall utilise the Buyer Service Management Tooling for the management and processing of all Incidents.
5.1.5	L3	The Supplier shall comply with the Buyer's Access Controller Process to request access to Sites.
<b>5.2</b>	<b>L2</b>	<b>Request Fulfilment</b>
5.2.1	L3	The Supplier shall comply with the Buyer's Request Fulfilment Policies and Procedures.
5.2.2	L3	The Supplier shall utilise the Buyer Service Management Tooling for the processing of all Requests.
5.2.3	L3	The Supplier shall confirm it will provide up to date contact details to enable the Buyer Service Desk to assign Requests correctly to the Supplier.
5.2.4	L3	The Supplier shall ensure an expedited SLA is available for DWP to use which has quicker resolution/fulfilment than standard SLA's
<b>5.3</b>	<b>L2</b>	<b>Problem Management</b>
5.3.1	L3	The Supplier shall comply with the Buyer's Problem Management Framework.
5.3.2	L3	The Supplier shall utilise the Buyer Service Management Tooling for the management of all Problems and Root Cause Analysis.
<b>5.4</b>	<b>L2</b>	<b>Access Management</b>
5.4.1	L3	The Supplier shall inform the Buyer of any instance where the Supplier believes Access Management rights may be abused within 48 hours of coming aware of such abuse.

5.4.2	L3	The Supplier shall provide the Buyer with a quarterly record of access where Users are suspected of breaches of Access Management policy, inappropriate use of resources or fraudulent use of data.
<b>5.5</b>	<b>L2</b>	<b>Change Management</b>
5.5.1	L3	The Supplier shall comply with the Buyer's Change Management Policies and Procedures.
5.5.2	L3	The Supplier shall utilise the Buyer Service Management Tooling for the management of all Change.
5.5.3	L3	The Supplier shall ensure that all requests for impacting of changes are responded to accurately, comprehensively and within the timescales set in the Buyer's Change Management Policies and Procedures.
5.5.4	L3	The Supplier shall provide the Buyer with details of all proposed changes for inclusion in the Forward Schedule of Change (FSC).
5.5.5	L3	The Supplier shall ensure the Buyer is made aware (Within agreed timescales) of Change activity that may impact the Buyer regardless of whether the Changes are managed through the Change Management Process.
<b>5.6</b>	<b>L2</b>	<b>Service Level Management</b>
5.6.1	L3	The Supplier shall provide Services to achieve all required contractual Service Levels and Key Performance Indicators each Service Measurement Period, as specified in Schedule 14 (Service Levels).
5.6.1.1	L4	The Supplier shall provide accurate supplementary documentation to the Buyer Service Management Tooling reporting in support of the achievement of all contractual Service Levels and Key Performance Indicators.
5.6.2	L3	The Supplier shall resolve any failures to meet the contractual Service Levels and Key Performance Indicators.
5.6.3	L5	The Buyer will use the Buyer Service Management Tooling for the purposes of monitoring and reporting Supplier performance with respect to Incident Management, Request Management, Problem Management and Change Management Service Levels and Key Performance Indicators.
<b>5.7</b>	<b>L2</b>	<b>Knowledge Management</b>

5.7.1	L3	The Supplier shall comply with the Buyer's Knowledge Management Framework.
5.7.2	L3	The Supplier shall utilise the Buyer Service Management Tooling for the management of all Knowledge Articles.
5.7.3	L3	The Supplier shall provide the Buyer Service Desk and other support teams with knowledge articles to enable it to perform incident diagnosis and enable incident resolution at the earliest point.
5.7.4	L3	The Supplier shall provide new and updated Knowledge Articles and retire out of date information to ensure the completeness and accuracy of the Knowledge Management Database within the Buyer Service Management Tooling.
5.7.5	L3	The Supplier shall define a formal training path (accredited where appropriate) to cover all technical levels (1-3)
5.7.6	L3	The Supplier shall provide comprehensive release notes for firmware upgrades
5.7.7	L3	The Supplier shall update any As Is Site Designs to incorporate any changes to the infrastructure design for that site and provide the document and any diagrams (i.e. visio file) to the Buyer
<b>5.8</b>	<b>L2</b>	<b>Commercial</b>
5.8.1	L2	The Supplier will commit to providing the Buyer with the lowest price available to the Supplier for the purchase of network infrastructure requirements sourced from the Original Equipment Manufacturers (OM's).
5.8.2	L2	All volume discounts, rebates, deal registrations, promotional discounts that are agreed with the OEM's will be provided to the Buyer and presented within any quotations.
5.8.3	L2	All quotations provided by the Supplier to the Buyer must be valid for 90 calendar days.
5.8.4	L2	All services must ensure compliance with IR35 regulations. The Supplier will be required to complete an assessment of the successful Supplier prior to contract award which will be reviewed by the Buyer on an annual basis.
5.8.5	L2	Unless otherwise agreed within the contract, the Suppliers professional services agreements will be paid using an outcome-based model and following agreed milestone payments.

5.8.6	L2	The Supplier may be expected to provide break/fix support to the existing LAN & Wi-Fi network infrastructure solution from October 2024. In the event this is required, a variation will be provided to include the Buyer's network infrastructure and the additional cost from the Supplier to include this in the contract.
<b>5.9</b>	<b>L2</b>	<b>Financial Management</b>
5.9.1	L3	The Supplier shall provide Invoices and Billing MI in electronic format (xls) as defined by the Buyer for upload into the Buyer Service Management Toolset.
5.9.2	L3	The Supplier shall provide in the format required accurate invoice information and supporting documentation each Service Measurement Period to the Buyer for products and services provided.
5.9.3	L3	The Supplier shall provide information to enable the Buyer to be able to account for the money spent, and the associated value, on the creation, delivery and support of IT services across the Buyer's services and operational business.
5.9.4	L3	The Supplier shall provide information to enable the Buyer to report and accurately forecast financial requirements to meet contracted service commitments.
<b>5.10</b>	<b>L2</b>	<b>Release and Deployment Management</b>
5.10.1	L3	The Supplier shall comply with the Buyer's Release Management Policies and Procedures.
5.10.2	L3	The Supplier shall minimise the disruption of the service to the business through synchronisation of Releases within packages.
5.10.3	L3	The Supplier shall reduce errors through the controlled release of hardware and software to the Buyer Live Environment.
5.10.4	L3	The Supplier shall undertake risk assessment and assess the business impact of all Changes prior to packaging and delivery to ensure the business benefits of the Changes are realised.

5.10.5	L3	The Supplier shall build Quality Releases that have been subject to quality control and effective testing.
5.10.6	L3	The Supplier shall deliver Releases into the Live Environment in accordance with the relevant Projects
5.10.7	L3	The Supplier shall assist the Buyer in the rapid delivery of change activity by providing a highly flexible and responsive Contractor release management process.
5.10.8	L3	The Supplier will use the Buyer's IT Service Management Toolset for governance of Release activity.
<b>6.1</b>	<b>L2</b>	<b>Service and Supplier Quality</b>
6.1.1	L3	The Supplier shall undertake expert trend analysis to identify issues and drive improvement activities.
6.1.2	L3	The Supplier shall undertake trend analysis to identify improvement activities to deliver business benefits in line with business priorities.
6.1.3	L3	The Supplier shall work with the Buyer to drive continuous improvement across all parts of its Service.
6.1.4	L3	The Supplier shall collaborate with the Buyer and other Service Providers to address issues and improve the levels of service provided overall.
6.1.5	L3	The Supplier shall provide a consistent single point of contact to provide ongoing proactive support/contact to the Buyer and participate in service reviews.
6.1.6	L3	The Supplier shall provide at least monthly service reviews with the Buyer which will focus on Service Management and where the Supplier will provide service reporting and status.
6.1.7	L3	<p>The Supplier shall implement a real time Service Report which the Buyer can securely access. The real time Service Report shall present as a minimum:</p> <ul style="list-style-type: none"> <li>a) Open Severity 1 and Severity 2 incidents including the following information for each incident:</li> <li>b) Open Catalogue Requests &amp; their Status</li> <li>c) Non-Standard (ad hoc) Requests</li> <li>d) Open Problems</li> </ul>

		All to include as a minimum - status, proposed resolution time/date and any action required by the Buyer
<b>7.1</b>	<b>L2</b>	<b>Operational Security</b>
7.1.1	L3	On receipt of security alerts or notices from the Buyer, the Supplier shall respond to the Buyer detailing: <ul style="list-style-type: none"> <li>(a) actions already taken to mitigate the risk of such alert;</li> <li>(b) actions that will be taken to mitigate the risk of such alert; or</li> <li>(c) reasons why such alert poses no risk to the Buyer.</li> </ul>
7.1.2	L3	The Supplier shall report all suspected Security Incidents to the Buyer through the Security Incident Management reporting process in line with the DWP Security Incident Management Standard, but within 2 hours.
7.1.3	L3	The Supplier shall take all steps as necessary to contain and investigate all suspected Security Incidents affecting the Supplier in accordance with agreed Security Incident response procedures. Once such steps have been completed, the Supplier shall provide evidence to the Buyer supporting a request for the Security Incident to be formally closed. If the Buyer requests additional actions or evidence prior to closure, then such requests must be completed.
7.1.4	L3	The Supplier shall provide all evidence and information as and when requested to the Buyer to allow the Buyer to draft reports for the Buyer detailing the nature, impact and response to Security Incidents.
<b>7.2</b>	<b>L2</b>	<b>Protective Monitoring Requirements</b>
7.2.1	L3	The Supplier shall monitor, review and apply all necessary Anti-Virus Software Updates as applicable to any devices they are responsible for with respect to the delivery of the UNAS solution and service.
7.2.2	L3	The Supplier shall comply with the DWP Protective Monitoring Standard as defined in Annex B of Call-off Schedule 9
7.2.3	L3	The Supplier shall comply with reasonable requests to perform Health Checks and Penetration Tests for all systems, services and applications under the Supplier's control.
7.2.4	L3	The Supplier shall operate firewalls for which the Supplier has responsibility.
7.2.5	L3	The Supplier shall provide Distributed Denial of Service protection.

7.2.6	L3	The Supplier shall provide the ability to prevent/block access to the network for unauthorised Devices (in-line with DWP security policies)
<b>7.3</b>	<b>L2</b>	<b>Forensic Analysis Requirements</b>
7.3.1	L3	The Supplier shall support forensic investigations by providing all resources and access required by the Buyer and any third party appointed by the Buyer to complete the investigation.
7.3.2	L3	Where equipment has been identified as evidence in a forensic investigation, the Supplier shall take steps to physically secure or seize such equipment in such a way as to preserve its integrity in line with best practice. Evidence custody chain must be maintained.
<b>7.4</b>	<b>L2</b>	<b>Security Assurance</b>
7.4.1	L3	The Supplier shall adhere to the Buyer Security Policies, Standards and Processes as defined in Annex A and B of Call-off Schedule 9.
7.4.2	L3	The Supplier shall attain and maintain Security Assurance for all systems, services and applications under the Supplier's control.
7.4.3	L3	The Supplier shall provide necessary input and advice to the Buyer Service Desk in undertaking Security audits.
<b>7.5</b>	<b>L2</b>	<b>Security Risk Management</b>
7.5.1	L3	<p>The Supplier shall take steps to identify all security risks affecting the Buyer relating to the Supplier's service and create and maintain a register of all such risks. Such risk register must align with the key principles of the Buyer Risk Management Framework. Detailed information about all such risks must be reported to the Buyer on a schedule decided by the Buyer.</p> <p>This information in such risk register must include but not be limited to:</p> <ul style="list-style-type: none"> <li>(a) details of the nature of each risk;</li> <li>(b) details of the source of each risk;</li> <li>(c) the owner of each risk;</li> <li>(d) a categorisation of each risk aligned with security controls that adhere to CESG IA Policy Portfolio requirements;</li> <li>(e) an assessment of the severity of each risk to the Buyer;</li> <li>(f) remedial actions and timescales that will be taken to mitigate each risk;</li> <li>(g) the status of such remedial actions; and</li> <li>(h) an assessment of the severity of the residual risk to the Buyer once remedial actions are complete.</li> </ul>

7.5.2	L3	<p>The Supplier shall support the Buyer's analysis of reported security risks by providing additional information, as and when requested, including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) information to inform the Buyer's current and residual risk analysis; and</li> <li>(b) information to help Buyer to assess the viability and cost of potential remedial actions.</li> </ul> <p>Such information must be complete and accurate.</p>
7.5.3	L3	<p>Following the identification of any security risk affecting the Buyer relating to the Supplier's service, the Supplier shall inform the Buyer of such risk and proposed remedial actions. If agreed by the Buyer, the Supplier shall take steps to implement the resolution of the security risk in question.</p>
<b>7.6</b>	<b>L2</b>	<b>Security Obligation Compliance</b>
7.6.1	L3	<p>The Supplier shall provide evidence to the Buyer on a scheduled basis which shall otherwise be a minimum of annually or when a severity 1 security incident has occurred whichever is sooner to demonstrate compliance to all security contractual obligations with which the Supplier must comply.</p>
7.6.2	L3	<p>As and when a non-compliance is identified, the Supplier shall create a corrective action to address such non-compliance and send the corrective action to the Buyer for approval. Such corrective action must include but not be limited to:</p> <ul style="list-style-type: none"> <li>(a) actions to be taken to rectify the non-compliance;</li> <li>(b) timescales for such actions; and</li> <li>(c) owners of such actions.</li> </ul>
<b>8.1</b>	<b>L2</b>	<b>Accessibility</b>
8.1.1	L3	<p>The UNAS solution must be WCAG 2.1 Compliant or WCAG 2.0 compliant with evidence provided by the supplier together with a published roadmap to reach WCAG 2.1.</p>

## Appendix A – Transition documentation

Document Title	Description
Communication Strategy	
Site change approach and process (DWP changes for site transitions)	
Project Initiation Document	
Plan on a Page	
Overall Project Plan	
Estates Transition Plan	Estate Transition Approach Estate Transition RACI Site Preparation Process Site Survey Definition Site Transition Process
Site Transition Reporting Dashboard (Transition Stats)	
Estate Transition Rollout Schedule	
Site Transition - T minus plans	
Site Transition - Individual site transition runbooks	
Rollout Schedule (RoS) change management process	Collaborative piece of work with DWP
Site Completion Certificate Template	
Project RAID Logs	
Test Strategy	
OAT & UAT Test plans & Scripts For Production and Pre-Production (Includes DWP Model Office) environments	Collaborative piece of work with DWP
Site transition - test plans & scripts	Expectation is this will be part of the over the overall run-book
Production HLD	
Production LLD	

## Joint Schedule 5 (Corporate Social Responsibility)

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### 1. What we expect from our Suppliers

- 1.1. In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. ([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
- 1.2. CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such reasonable corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time. Any necessary changes to the relevant Call-Off Contract shall be enacted via the Variation Procedure.

### 2. Equality and Accessibility

- 2.1. In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
- 2.2. eliminate discrimination, harassment or victimisation of any kind; and

- 2.3. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### **3. Modern Slavery, Child Labour and Inhumane Treatment**

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

#### 3.2. The Supplier:

- 3.2.1. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 3.2.2. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.2.3. warrants and represents that it has not been convicted of any slavery or human tracking offenses anywhere around the world.
- 3.2.4. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human tracking offenses anywhere around the world.
- 3.2.5. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human tracking offenses anywhere around the world.
- 3.2.6. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its subcontractors anti-slavery and human trafficking provisions;
- 3.2.7. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.2.8. shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

- 3.2.9. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.2.10. shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.2.11. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

## **4. Income Security**

### 4.1. The Supplier shall:

- 4.1.1. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter;
- 4.1.3. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4. not make deductions from wages:
  - a. as a disciplinary measure
  - b. except where permitted by law; or
  - c. without expressed permission of the worker concerned;
- 4.1.5. record all disciplinary measures taken against Supplier Staff; and
- 4.1.6. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## 5. Working Hours

5.1. The Supplier shall:

5.1.1. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3. ensure that use of overtime used responsibly, taking into account:

- a. the extent;
- b. frequency; and
- c. hours worked;

by individuals and by the Supplier Staff as a whole;

5.1.4. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met: below.

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

5.1.5.1. this is allowed by national law;

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

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

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

5.1.6. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## **6. Sustainability**

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

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



# RM3808 Call-Off Schedule 4 (Call-Off Tender)

## 1. Schedule Purpose

- 1.1. This Call-Off Schedule 4 (Call-Off Tender) includes the Suppliers tender response to the Further Competition for the DWP's Unified Network Access Service (UNAS).

## 2. Qualification Envelope

- 2.1. The Suppliers response to the Qualification Questions as set out within the Qualification Envelope in the Portal are included in the zip folder below.

REDACTED

## 3. Technical Envelope

- 3.1. The Suppliers response to the Quality Questions as set out within the Technical Envelope in the Portal are included in the zip folder below.

REDACTED

## 4. Commercial Envelope

- 4.1. The Suppliers response to the Commercial & Social Value Questions as set out within the Commercial Envelope in the Portal are included in the zip folder below.

REDACTED

## **5. Clarifications**

5.1. The Buyer and Supplier clarifications from the Further Competition are included in the embedded files below.

### **REDACTED**

## **6. High Level Design (HLD)**

- 6.1. Following the Buyers internal technical governance board process, the attached HLD document within Annex 1 has been created by the Buyer from the proposed technical design as set out in the Suppliers tender response as per paragraph 3 of this Call-Off Schedule 4 (Call-Off Tender).
- 6.2. The HLD document within Annex 1 has been agreed at the Buyers Digital Design Authority (DDA) governance board and by the Supplier at the point of Contract Award.
- 6.3. Following the Service Commencement and Pathfinder milestones as per Call-Off Schedule 13 (Implementation Plan & Testing), the Supplier will create a Low-Level Design (LLD) and further internal technical governance approvals will be required to enable the progression to Estate Transition.
- 6.4. Any amendments that are required to the HLD as a result of these additional governance board approvals as per paragraph 5.3 of this Call-Off Schedule 4 (Call-Off Tender) will need to be jointly agreed by both the Buyer and the Supplier via the agreed Change Control process.
- 6.5. All amendments to the HLD will be documented via the Joint Schedule 2 (Variation) process and included in this Call-Off Schedule 4 (Call-Off Tender).

## **Annex 1 – HLD**

### **REDACTED**