

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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AI Proof of Concept Services to Support EU Reset

RM6195 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	C29509
THE BUYER:	The Secretary of State for Environment
BUYER ADDRESS:	Nobel House, 17 Smith Square, London SW1P 3JR
THE SUPPLIER:	Faculty Science Limited
SUPPLIER ADDRESS:	Level 5, 160 Old Street, London, EC1V 9BW
REGISTRATION NUMBER:	08873131
DUNS NUMBER:	21-987-3698
SID4GOV ID:	Not Applicable

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APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and is dated **August 7, 2025**. This Order Form is issued under the Framework Contract with the reference number RM6195 for the provision of Big Data & Analytics services.

Except in respect of the initial Statement of Work, which shall be executed concurrently with this Call-Off Contract, the Parties acknowledge and agree that this Call-Off Contract does not, in itself, create any obligation on the Buyer to purchase, or on the Supplier to provide, any Deliverables.

The total maximum value of this Call-Off Contract shall not exceed £1,500,000.00 (one million five hundred thousand pounds sterling). However, the Buyer's financial commitment under this Call-Off Contract is limited at the outset to the value of the initial Statement of Work only.

The Parties further agree that, where the Buyer requires additional Deliverables under this Call-Off Contract, the Buyer and the Supplier shall negotiate and execute a separate Statement of Work for each such requirement. Each Statement of Work shall be in the form set out in the template at Annex A to Framework Schedule 20 (Call-Off Specification), and upon execution by both Parties, shall be incorporated into and form part of this Call-Off Contract.

CALL-OFF LOT(S):

Lot 2: Commercial off-the-shelf (COTS) Software

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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 except where the Parties have explicitly agreed in a Statement of Work that a condition therein shall take precedence:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6195
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6195
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **C29509**
 - 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 8 (Business Continuity and Disaster Recovery)]
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6195
7. Any Statement of Work agreed between the parties under this Call-Off Contract.
8. 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

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

Special Term 1

Relationship with generative AI providers:

Buyer acknowledges and agrees that Supplier is providing Services to the Buyer in relation to generative AI products and services of third parties (the “GenAI Providers”) for the use case as specified in each applicable Statement of Work. To the extent that the Buyer has a separate and direct contractual relationship with an applicable GenAI Provider, the terms of such relationship (and not this Call-Off Contract) shall govern Buyer’s use of GenAI Providers’ products and services (the “GenAI Products”), subject to Supplier providing Services with all reasonable care.

Intellectual Property:

Notwithstanding any provision of this Call-Off Contract, Buyer acknowledges and agrees that, other than in respect of IPR Claims to the extent arising from the Supplier’s gross negligence or wilful misconduct:

- Any Intellectual Property Rights owned by the GenAI Providers shall be owned by the GenAI Providers and not the Supplier. Subject to the foregoing, any Intellectual Property Rights associated with the Services under this Call-Off Contract, shall be fully vested in and solely owned by the Buyer in accordance with this Call-Off Contract.
- Supplier makes no warranties, express or implied, with respect to the ownership, validity, or enforceability of any Intellectual Property Rights in the GenAI Products. Any claims, disputes or other legal actions relating to the Intellectual Property Rights in GenAI Products shall be solely between Customer and GenAI Providers and that Supplier shall have no liability or responsibility in connection with such claims, disputes or other legal actions

Liability

Supplier shall not be liable for any damages, including without limitation, direct, indirect, incidental, special, punitive, or consequential damages arising out of or in connection with the Buyer’s use of the GenAI Product-related services provided under this Call-Off Contract in so far as such use is outside the scope set out in the applicable Statement of Work, and not referred to in such scope.

MAXIMUM CALL-OFF CONTRACT VALUE:	£1,500,000.00
CALL-OFF START DATE:	14 August 2025
CALL-OFF EXPIRY DATE:	13 August 2027

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CALL-OFF INITIAL PERIOD: **24 months**

CALL-OFF OPTIONAL EXTENSION PERIOD: **None**

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

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 £254,000.00.

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

In accordance with Clause 4.4 of the Core Terms. BACS paid monthly in arrears on the presentation of the monthly Progress Report that needs to be signed off and authorised by the Authority representative. The Supplier will issue digital copies of the invoice (including the Purchase Order Number and the Call Off Contract reference).

BUYER'S INVOICE ADDRESS:

Shared Services Connected Limited

accounts-payable.def@gov.sscl.com.

Phoenix House,

Celtic Springs Business Park,

Newport,

NP10 8FZ

BUYER'S ENVIRONMENTAL POLICY

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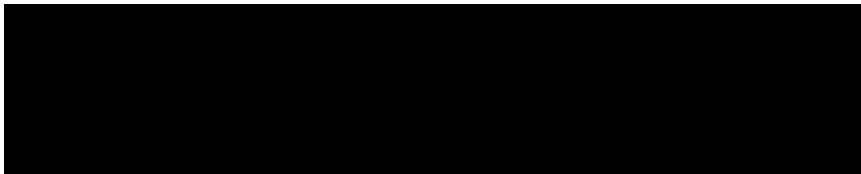
Environmental Improvement Plan 2023, 1.0, 31 Jan 2023, available online at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1168372/environmental-improvement-plan-2023.pdf

BUYER'S SECURITY POLICY

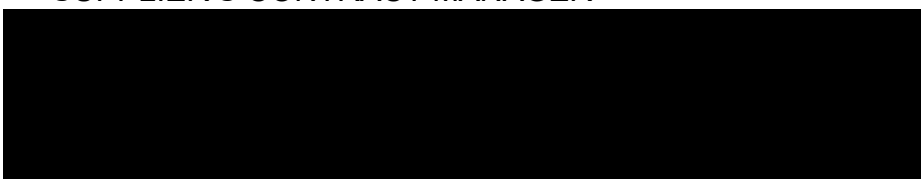
The Supplier must comply with the following Defra Group Security policies where relevant to the service provided. Policies will be amended and updated over the period of the contract and Suppliers are required to comply with any revised policies relevant to the service provided that are issued :

Defra Group Acceptable Use Policy
Defra Group Access Control Policy
Defra Group Business Continuity Policy
Defra Group Classification Policy
Defra Group Data Loss Prevention Policy
Defra group Filming Photography and Audio Recording Policy and Guidance Defra
group Filming Photography and Audio Recording Policy and Guidance
Defra Group ICT Technical Vulnerability Management Policy
Defra Group Info Systems Acquisition Dev and Maintenance Policy
Defra Group Information Assurance and Security policy Governance
Defra Group Information Risk Policy
Defra Group Offshoring Security Policy
Defra Group Password Policy
Defra Group Personnel Security Policy
Defra Group Physical Security Policy
Defra Group Protective Monitoring Policy
Defra Group Removable Media Policy
Defra group Secure IT Lifecycle Policy
Defra Group Security Clear Desk and Clear Screen Policy
Defra Group Security Incident Response Management Policy
DgS Compliance and Assurance Policy
DgS Cyber and IT Security Assurance Policy

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

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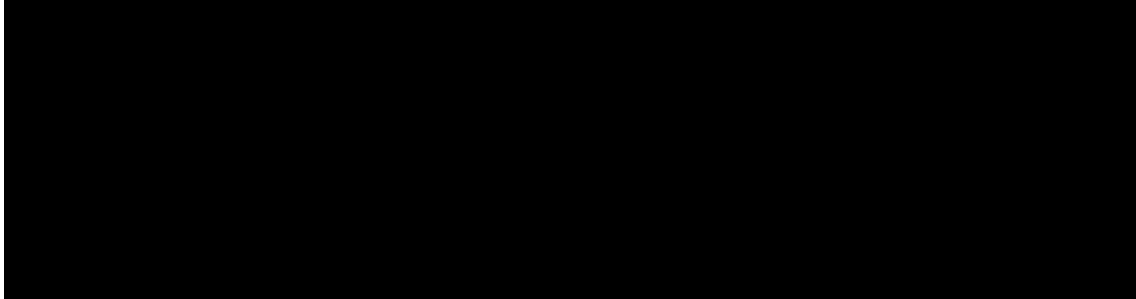
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On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF



KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

The Parties agree that the contents of Call-Off Schedule 4 (Call-Off Tender) and Call-Off Schedule 5 (Pricing) and any SOW agreed between the parties under this Call-Off Contract are Commercially Sensitive Information.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

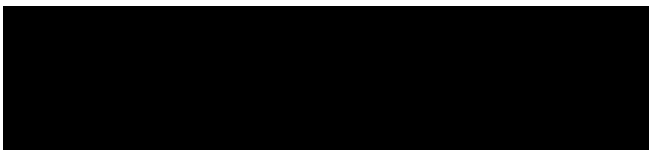
GUARANTEE

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 4 (Call-Off Tender) and the social value obligation in Call-Off Schedule 20 (Call-Off Specification).

SECURITY REPRESENTATIVE OF THE BUYER:



SECURITY REPRESENTATIVE OF THE SUPPLIER:

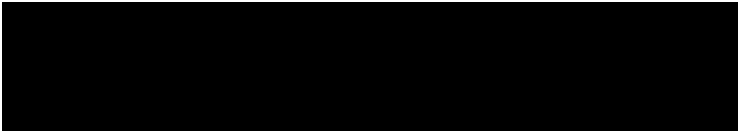


Framework Ref: RM6195

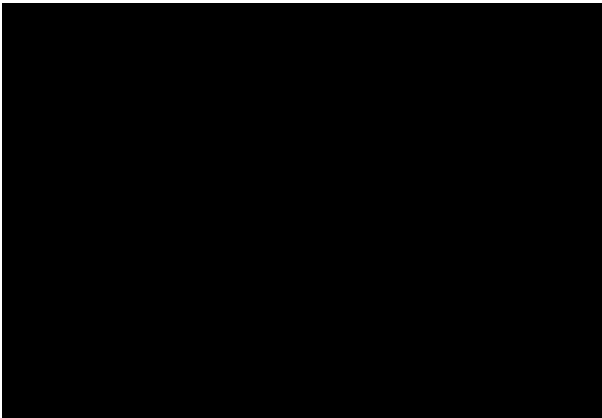
Project Version: v1.1

Model Version: v3.8

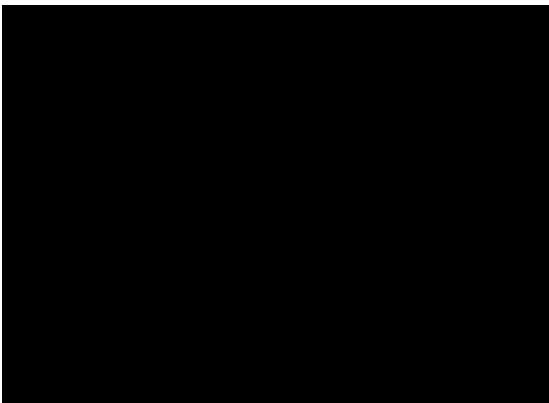
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Signed for and on behalf of the Supplier:



Signed for and on behalf of the Buyer:



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

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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 Central Government 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;
 - 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;

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

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1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;

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

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"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> 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); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; 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; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;

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

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"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;

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

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"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Capability Down-Select Matrix"	means the matrix available for buyers to create shortlists of suppliers on Lot 1 by capability to run a down-select further competition
"Catalogue"	means the online repository of supplier product & service offerings and pricing
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> 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;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;

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

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"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;

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

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"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>f) 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>g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <ul style="list-style-type: none"> i) Overhead; j) financing or similar costs; k) 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; l) taxation;

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

Crown Copyright 2018

	<p>m) fines and penalties;</p> <p>n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"DataSecOps"	is the evolution of the 'DevSecOps' model specifically for data management.
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Day Rate"	means the rate for an eight (8) hour Working Day, exclusive of breaks including lunch
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;

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

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"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"DevOps"	DevOps is a set of practices that combines software development (Dev) and IT operations (Ops). In many cases, this is the name of the team operating a customer's CI/CD pipelines and managing its environments.
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<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>p) 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>q) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>r) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable

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

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	arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: s) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or t) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Charges; or
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Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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	<p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>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;</p>
“Exempt Buyer”	<p>a public sector purchaser that is:</p> <p>a) eligible to use the Framework Contract; and</p> <p>b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <p>i) the Regulations;</p> <p>ii) the Concession Contracts Regulations 2016 (SI 2016/273);</p> <p>iii) the Utilities Contracts Regulations 2016 (SI 2016/274);</p> <p>iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</p> <p>v) the Remedies Directive (2007/66/EC);</p> <p>vi) Directive 2014/23/EU of the European Parliament and Council;</p> <p>vii) Directive 2014/24/EU of the European Parliament and Council;</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council;</p> <p>or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
“Exempt Call-off Contract”	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
“Exempt Procurement Amendments”	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);

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

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"Expression of Interest"	means the pre-procurement supplier engagement activity undertaken by the Buyer, whereby suppliers can express their interest to participate in a Further Competition Procedure.
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;

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

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"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<p>e) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>f) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

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

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"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> 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; b) details of the cost of implementing the proposed Variation; 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; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;

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

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"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that</p>

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

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	<p>person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	<p>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;</p>
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>

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

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"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or 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 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;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the

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

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	meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);

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

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"New IPR"	<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>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <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>
"Open Book Data "	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <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> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;

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

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	<ul style="list-style-type: none"> ii) staff costs 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 grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; <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>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;

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

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"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<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"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <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>

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

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	<ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);

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

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"Reimbursable Expenses"	<p>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:</p> <p>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</p> <p>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;</p>
"Relevant Authority"	<p>the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;</p>
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</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>
"Relevant Person(s)"	<p>anyone who might need access to that information as part of managing or calling off one of our agreements.</p>
"Relevant Requirements"	<p>all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;</p>
"Relevant Tax Authority"	<p>HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;</p>
"Reminder Notice"	<p>a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;</p>
"Replacement Deliverables"	<p>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;</p>

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

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"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;

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

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"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;

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

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	d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirement"	a statement issued by the Buyer detailing its requirements and work needed in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> 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; 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;

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

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	c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	where the Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	all forms of taxation whether direct or indirect; national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions. levies or

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

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	<p>liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	<p>a plan:</p> <p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the achievement of Milestones;</p>
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	<p>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –</p> <p>(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</p> <p>(ii) Commercially Sensitive Information;</p>
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;

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

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"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

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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)

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

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective 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.

Joint Schedule 2 (Variation Form)
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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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Joint Schedule 3 (Insurance Requirements)

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 principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third-party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

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.

Joint Schedule 3 (Insurance Requirements)

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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.

Joint Schedule 3 (Insurance Requirements)

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- 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 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 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.

Joint Schedule 3 (Insurance Requirements)

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ANNEX: REQUIRED INSURANCES

The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Schedule:

professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);

public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and

employers' liability insurance [with cover for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

What is the Commercially Sensitive Information?

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.

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).

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:

No.	Date	Item(s)	Duration of Confidentiality
1	Call-Off Contract Start Date	Call-Off Schedule 4	5 years following the termination or expiry of this Call-Off Contract
2	Call-Off Contract Start Date	Call-Off Schedule 5	5 years following the termination or expiry of this Call-Off Contract
3	The applicable SOW start date	Any Statement of Work entered into between the parties under this Call-Off Contract.	5 years following the termination or expiry of this Call-Off Contract

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.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 corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

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:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

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

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 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;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

Joint Schedule 5 (Corporate Social Responsibility)

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- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

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 of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;

Joint Schedule 5 (Corporate Social Responsibility)

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- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 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;

- 1.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 1.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 1.3.1 this is allowed by national law;
 - 1.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
appropriate safeguards are taken to protect the workers' health and safety; and
 - 1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 1.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

2. Sustainability

- 2.1 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>

Joint Schedule 5 (Corporate Social Responsibility)
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Joint Schedule 10 (Rectification Plan)
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Joint Schedule 10 (Rectification Plan)

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

Joint Schedule 10 (Rectification Plan)

Crown Copyright 2018

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

Joint Schedule 10 (Rectification Plan)

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Joint Schedule 11 (Processing Data)

Definitions

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

“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub processor engaged in the performance of its obligations under a Contract;
----------------------------------	--

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. 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 and the purpose of the Processing;

Joint Schedule 10 (Rectification Plan)

Crown Copyright 2018

- (b) an assessment of the necessity and proportionality of the Processing 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.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (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 the Contract (and in particular Annex 1 (*Processing Personal 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 Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (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 the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

Joint Schedule 10 (Rectification Plan)

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- (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 UK 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; and
 - (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.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access 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 the 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 Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the

Joint Schedule 10 (Rectification Plan)

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- timescales reasonably required by the Controller) including by immediately 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 it to comply with a Data Subject Access 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 Personal Data Breach; and/or
 - (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.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (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 UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
 11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
 12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
 13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
 14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

Joint Schedule 10 (Rectification Plan)

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15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).

Joint Schedule 10 (Rectification Plan)

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23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;

Joint Schedule 10 (Rectification Plan)

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- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Joint Schedule 10 (Rectification Plan)
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Annex 1 - Processing Personal Data

The Parties acknowledge and agree that the **Processing Personal Data** template is not required to be completed at the Commencement Date, as no Personal Data is being processed under this Call-Off Contract at that time. However, where any future Statement of Work requires the processing of Personal Data, the Parties shall complete and agree the Data Protection template as part of that Statement of Work, and it shall be incorporated accordingly.

A) Template

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: **[Insert Contact details]**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p>

Joint Schedule 10 (Rectification Plan)

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	<p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</i></p> <ul style="list-style-type: none"> • <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i> • <i>[Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier</i>
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Joint Schedule 10 (Rectification Plan)

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	<p><i>comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i></p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the Processing is complete	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>
UNLESS requirement under	

Joint Schedule 10 (Rectification Plan)
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Union or Member State law to preserve that type of data	
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B) Framework Contract Personal Data Processing

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is the Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data.</p>
Duration of the Processing	Up to five years after the expiry or termination of the Framework Contract
Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Contract including</p> <ol style="list-style-type: none"> I. Ensuring effective communication between the Supplier and the Relevant Authority 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)
Type of Personal Data	<p>Includes:</p> <ol style="list-style-type: none"> I. Contact details of, and communications with, Relevant Authority staff concerned with management of the Framework Contract II. Contact details of, and communications with, Buyer staff concerned with award and management of Order Call-Off Contracts awarded under the Framework Contract,

Joint Schedule 10 (Rectification Plan)

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	<p>III. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract</p> <p>Contact details, and communications with Supplier staff concerned with management of the Framework Contract</p>
Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"> I. Relevant Authority staff concerned with management of the Framework Contract II. Buyer staff concerned with award and management of Call-Off Contracts awarded under Framework Contract III. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract <p>Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>All relevant data to be deleted 5 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</p>

Joint Schedule 10 (Rectification Plan)

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Annex 2 - Joint Controller Agreement

The Parties acknowledge and agree that the Joint Controller Agreement template is not required to be completed at the Commencement Date, as no Personal Data is being processed under this Call-Off Contract at that time. However, where any future Statement of Work requires the processing of Personal Data, the Parties shall complete and agree the Data Protection template as part of that Statement of Work, and it shall be incorporated accordingly.

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily

Joint Schedule 10 (Rectification Plan)

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available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every [x] months on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to

Joint Schedule 10 (Rectification Plan)

Crown Copyright 2018

equivalent obligations which are no less onerous than those set out in this Annex;

- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection

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Joint Schedule 10 (Rectification Plan)

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Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;

Joint Schedule 10 (Rectification Plan)

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- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

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Model Version: v3.0

Joint Schedule 10 (Rectification Plan)

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The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree,

Joint Schedule 10 (Rectification Plan)

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the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

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Joint Schedule 10 (Rectification Plan)

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The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

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Call-Off Schedule 1 (Transparency Reports)

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

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:
Crown Copyright 2018

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
The Supplier shall comply with the reporting requirements set out in Call-Off Schedule 20 and any other applicable provisions of this Call-Off Contract. The Buyer shall notify the Supplier where any such reports are designated as Transparency Reports.			

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

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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):

“Acquired Rights Directive” 1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

2

“Employee Liability” 3 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 employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters 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 services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: "*Fair Deal for Staff Pensions: Staff Transfer from Central Government*" issued in October 2013 including:

- (i) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;

"Old Fair Deal"

HM Treasury Guidance "*Staff Transfers from Central Government: A Fair Deal for Staff Pensions*" issued in June 1999 including the supplementary guidance "*Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues*" issued in June 2004;

"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;

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

"Relevant Transfer Date"

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

"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 Legislation), 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;

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

- (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;

"Supplier's Final Supplier Personnel List" a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;

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

"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;

"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.

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

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 Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together “Third Party Provisions”) confer benefits on third parties (each such person a “Third Party Beneficiary”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

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

Part C (No Staff Transfer on the Start Date)

Part E (Staff Transfer on Exit)

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

Part A: Staff Transfer at the Start Date

NOT USED

Part B: Staff transfer at the Start Date

NOT USED

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

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 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier),, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;

the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

- provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
- 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) 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
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

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

2. Limits on the Former Supplier's obligations

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

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

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Part D: Pensions

NOT USED

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

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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),

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

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor 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 not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

- 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 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 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 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 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;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

1.6 On or around each anniversary of the Start 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, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, 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 Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

- 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disappplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor 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 and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) **any collective agreement applicable to the Transferring Supplier Employees; and/or**

(b) **any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;**

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) **in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and**

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

- Subcontractor to occur in the period on or after the Service Transfer Date); or
- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
- 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

- (i) 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
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of
the Replacement Supplier and/or Replacement
Subcontractor, or

(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

(b) the Supplier and/or any Subcontractor; and

(c) the Replacement Supplier and/or the Replacement Subcontractor.

2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

(b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) **in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and**
 - (b) **in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;**
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 3 (Continuous Improvement)

Buyer's Rights

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

Supplier's Obligations

The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

- identifying the emergence of relevant new and evolving technologies;
- changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
- new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
- 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.

The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100)

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:

the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 4 (Call Off Tender)**Background**

In May 2025, the Prime Minister announced an agreement with the EU to negotiate a new sanitary and phytosanitary (SPS) agreement. To create the space for such a resetting of relations, the EU has been clear that full implementation of existing agreements, including the Windsor Framework, is an essential prerequisite. Full implementation of the regulations encompassed by Annex 2 of the Windsor Framework in Northern Ireland is expected to require the delivery of a substantial programme of legislation by the Department of Agriculture, Environment and Rural Affairs (DAERA). In addition, there is a rolling set of amended EU legislation, much of which requires secondary legislation to be put in place. Capacity issues have been flagged by both DAERA and Defra in this area which leads to risks with regards delivery of new legislative requirements at the required pace.

Delivery in the context of pressing specialist resource challenges has led the Department for Environment, Food & Rural Affairs (Defra) to identify the need to urgently innovate and accelerate their approach to implementation in order to achieve the Government's wider objectives at the required pace. While Defra is not in a position to offer legal resources without impacting its own legislative agenda, they are keen to explore whether AI based tools, including those leveraging generative approaches e.g. Large Language Models (LLMs), could be used to support some elements of the legislative process - reducing resourcing pressure and laying the groundwork for support to deliver the significant regulatory realignment expected to result from the upcoming SPS agreement between the UK and EU in coming months.

Scope of work

While there is opportunity for AI tools to support Defra, DAERA and HMG teams across the legislative process, this piece of work will focus on areas of activity that have been provisionally assessed by Defra teams to have an 'extremely high' specialist resource requirement in the context of efforts to implement specific EU regulations listed in Annex 2 of the Windsor Framework, namely:

1. Identification of differences between existing legislation in place and new EU legislation, presentation of outcome as drafting instructions and policy intent
2. Exploration of the extent to which Artificial Intelligence can be used to support the production of a first draft of an SI to put through Parliament, based on either model or user provided legislative context and content.

Technical approach

There are a number of technical approaches that could be applied to the areas identified as requiring extremely high levels of specialist resource as described above:

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

Information retrieval: automatically gathering all relevant legislative information for a given policy requirement, using a Retrieval-Augmented Generation (RAG) approach. A language embedding model that has been fine-tuned on the legal domain can be used to find semantically similar content in a dataset of legislation, and a large language model (LLM) can generate the reasoning for the relevance, for a human to quickly review and decide which documents are necessary for analysis. Additional experimentation could be carried out to explore the utility of knowledge graphs in encoding both explicit and implicit connections between legislation, including leveraging assets such as Lex Graph, developed by the Incubator for AI.

Legislative gap analysis: using a combination of natural language modelling techniques such as entity extraction, natural language inference, and semantic similarity to identify articles between current EU and UK legislation that have overlaps and divergences. Due to the specificity in legal language, using state-of-the-art LLMs with large context windows that can assimilate lengthy documents with specialist terminology, can similarly provide a comparative analysis. This will assist legal teams in quickly understanding where and how differences are manifested, and therefore what secondary legislation is required to target.

Drafting content: A common application for LLMs is the generation of free-form or structured textual content, tailored by well-written prompts and relevant data or context, e.g. existing SIs so the model understands their style and format. There are a few areas that can be targeted within this work:

- An LLM can be used to generate the instructions for secondary legislation based on policy intention. This use-case can be developed in conjunction with the information retrieval task as the retrieved legal documents will also be context for the instructions.
- The SIs, or sections within an SI, can also be drafted based on policy instructions and related legislation. Best practice in this case would be to target self-contained sections of the SI such that highly specific prompts can be curated, and ideally re-used across multiple areas of policy with tweaks to the added context. The generation of definitions articles within legal documents is similarly a strong use-case and has been explored in academic research looking at EU legislation with promising results.
- Generation of ancillary documentation such as explanatory and transposition notes is another potential candidate, supported by strong performance of LLMs in tasks involving summarisation and simplification of long texts as we have previously examined in detail across multiple generations of Claude models, including via a structured user evaluation.

The choice of technical approach for the Proof of Concept will be determined during the Discovery phase, and will all be underpinned by the following activities:

- Onboarding onto Defra's Core Delivery Platform (CDP) and/or Data Analytics and Science Hub (DASH), establishing the most appropriate models and analysis tools where connections have already been tested, where possible.
- Setup of a data storage solution to enable, as needed, direct querying, filtering by entities, and storage of document embeddings to support semantic search.

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Ref:

Crown Copyright 2018

Aligning this with previously initiated solutions within CDP/DASH such as approved vector stores.

- Ingestion of UK and EU legislation covering the target policy areas, and transposing the legislative metadata into a suitable data model.
- Definition of an evaluation framework and identification of suitable metrics for quantitative performance measurements, using past published examples of policy documents, instructions, submissions and related SIs where possible, as well as comparison against previously manually completed gap analysis.
- Experimentation with prompt engineering or fine-tuning of LLMs, based on available few-shot examples or training data, distinct from the examples used in the evaluation framework.
- Continued user research and feedback activities to ensure outputs are valuable to end users, potential uncertainties in model outputs are well understood and related risks are mitigated.
- Development of a simple UI for demonstration of capability & wider stakeholder engagement.
- Analysis of the strengths and weaknesses of the developed PoC to feed into recommendations for next steps and support the cost benefit analysis of AI tooling for Windsor Framework implementation and related SPS use cases.

Underlying assumptions

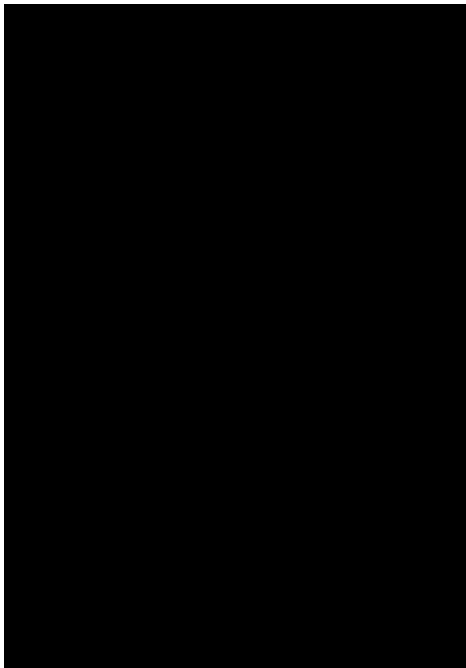
The successful execution of the approaches described above assumes that:

- All required data, including non-public policy drafts, can be stored and analysed on secure, Defra infrastructure e.g. Core Data Platform (CDP) or Data Analytics and Science Hub (DASH).
- Defra CDP/DASH can provide access to:
 - A standard Python development environment with flexibility to specify versions and dependencies, including a notebook service to support rapid experimentation.
 - High-performance LLMs, either through cloud provider model access or the ability to call external APIs, including via standard model repositories such as Hugging face.
 - Tools to allow vector search, either open-source packages or cloud provider solutions.
- Defra Active Directory, CDP/DASH and VPN/AVD accounts can be readily provided to all relevant personnel.
- All model development work can be conducted on CDP/DASH via VPN or Azure Virtual Desktop.
- All required clearance and IG checks will be in place before kick-off.
- Relevant legal and policy SMEs in Defra/DAERA are available to support as needed.

Call-Off Schedule 5 (Pricing Details)

The rates set out in this Call-Off Schedule 5 (Pricing Details) are based on resource roles and skill levels defined in SFIA (Skills Framework for the Information Age) Version 7. These rates are agreed by the Supplier under the Crown Commercial Service (CCS) Big Data and Analytics Framework Agreement (RM6195), and represent the maximum permissible rates under this Call-Off Contract.

It is the Parties' intention that individual Statements of Work issued under this Call-Off Contract will be fixed price, unless otherwise agreed in writing. Unless explicitly stated otherwise, the total fixed price for each Statement of Work shall reflect a discount of no less than 2% against the equivalent rate(s) set out in this Call-Off Schedule 5 (Pricing Details).



Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 6 (ICT Services)

1. Definitions

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

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Defect"	any of the following: <ul style="list-style-type: none">a) any error, damage or defect in the manufacturing of a Deliverable; orb) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; orc) 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

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or

- 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;

"Emergency Maintenance"

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

"ICT Environment"

the Buyer System and the Supplier System;

"Licensed Software"

all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

"Maintenance Schedule"

has the meaning given to it in paragraph 8 of this Schedule;

"Malicious Software"

any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

"New Release"

an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

"Specially Written Software"

any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

"Supplier System"

the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

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. 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:

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
- 3.2.2. the actions needed to remedy each such unsuitable aspect; and
- 3.2.3. a timetable for and the costs of those actions.

4. Licensed 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 Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
 - 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;

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

6. Standards and Quality Requirements

- 6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 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. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 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

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

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 grants 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 license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

the requirement by making use of COTS Software or Specially Written Software.

- 9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

9.3. Licenses 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.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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

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.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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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).

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**Option A (Long Form Business Continuity and Disaster Recovery)****Definitions**

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

"BCDR Plan"	1 has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	2 has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster"	3 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);
"Disaster Recovery Deliverables"	4 the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	5 has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	6 the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	7 any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	8 has the meaning given to it in Paragraph 6.3 of this Schedule; and

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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"Supplier's Proposals"	9 has the meaning given to it in Paragraph 6.3 of this Schedule;
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BCDR Plan

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

30 Working Days after the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

the recovery of the Deliverables in the event of a Disaster

The BCDR Plan shall be divided into three sections:

Section 1 which shall set out general principles applicable to the BCDR Plan;

Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and

Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

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

General Principles of the BCDR Plan (Section 1)

Section 1 of the BCDR Plan shall:

set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

contain a risk analysis, including:

failure or disruption scenarios and assessments of likely frequency of occurrence;

identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

a business impact analysis of different anticipated failures or disruptions;

provide for documentation of processes, including business processes, and procedures;

set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

identify the procedures for reverting to "normal service";

set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

The BCDR Plan shall be designed so as to ensure that:

the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

the adverse impact of any Disaster is minimised as far as reasonably possible;

it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

it details a process for the management of disaster recovery testing.

The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Business Continuity (Section 2)

The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

- the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

- the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

The Business Continuity Plan shall:

- address the various possible levels of failures of or disruptions to the provision of Deliverables;

- set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

- specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

- set out the circumstances in which the Business Continuity Plan is invoked.

Disaster Recovery (Section 3)

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

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

- loss of access to the Buyer Premises;

- loss of utilities to the Buyer Premises;

- loss of the Supplier's helpdesk or CAFM system;

- loss of a Subcontractor;

- emergency notification and escalation process;

- contact lists;

- staff training and awareness;

- BCDR Plan testing;

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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post implementation review process;

any applicable performance indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation to the performance indicators or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

testing and management arrangements.

Review and changing the BCDR Plan

The Supplier shall review the BCDR Plan:

on a regular basis and as a minimum once every six (6) Months;

within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

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

Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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

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

Testing the BCDR Plan

The Supplier shall test the BCDR Plan:

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

If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

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

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

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

- the outcome of the test;
- any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
- the Supplier's proposals for remedying any such failures.

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

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Invoking the BCDR Plan

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

Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Framework Ref: RM6195

Project Version: v1.0

Model Version: v3.3

Call-Off Schedule 13: (Implementation Plan and Testing)

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Call-Off Schedule 9 (Security)**Part B: Long Form Security Requirements****Definitions**

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

"Breach of Security"	<p>means the occurrence of:</p> <p>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</p> <p>the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;</p>
"ISMS"	<p>the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and</p>
"Security Tests"	<p>tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.</p>

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

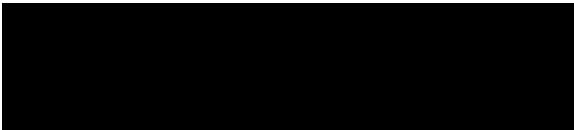
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Security Requirements

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.

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.

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



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.

Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.

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.

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.

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.

Information Security Management System (ISMS)

The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after commencing the second Statement of Work, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.

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.

The Buyer acknowledges that;

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

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

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.

The ISMS shall:

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;

meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

at all times provide a level of security which:

is in accordance with the Law and this Contract;

complies with the Baseline Security Requirements;

as a minimum demonstrates Good Industry Practice;

where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;

Complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)

Amend to takes account of guidance issued by the NPSA (National Protective Security Authority)

complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)

meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;

addresses issues of incompatibility with the Supplier's own organisational security policies; and

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;

document the security incident management processes and incident response plans;

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

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).

Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 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.

In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, 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.

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 3 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 3.4 to 3.6 shall be deemed to be reasonable.

Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Security Management Plan

Within twenty (20) Working Days after commencing the second Statement of Work, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

The Security Management Plan shall:

- be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
- comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
- identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 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;
- 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;
- 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 3.4);
- 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);

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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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;

set out the scope of the Buyer System that is under the control of the Supplier;

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

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.

If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

Amendment of the ISMS and Security Management Plan

The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:

emerging changes in Good Industry Practice;

any change or proposed change to the Supplier System, the Deliverables and/or associated processes;

any new perceived or changed security threats;

where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;

any new perceived or changed security threats; and

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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any reasonable change in requirement requested by the Buyer.

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:

- suggested improvements to the effectiveness of the ISMS;
- updates to the risk assessments;
- proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
- suggested improvements in measuring the effectiveness of controls.

Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

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.

Security Testing

The Supplier shall at its own expense procure and conduct Security Tests using a CREST Service Provider or CHECK Service Provider 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.

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.

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

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

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.

Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

Complying with the ISMS

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.

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.

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.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

Security Breach

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.

Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

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

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

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;

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;

prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and

supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government (NCSC (National Cyber Security Centre))) 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

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.

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.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Vulnerabilities and fixing them

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.

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:

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

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

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 7 days of release, 'Important' within 14 days of release and all 'Other' within 60 Working Days of release, except where:

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;

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

the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.

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:

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

is agreed with the Buyer in writing.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

The Supplier shall:

- implement a mechanism for receiving, analysing and acting upon threat information supplied by NCSC (National Cyber Security Centre), or any other competent Central Government Body;
- 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;
- 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;
- pro-actively scan (using a SCAP-compliant vulnerability scanning tool [Security Content Automation Protocol Validation Program | CSRC \(nist.gov\)](#)) 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 3.3.5;
- 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;
- propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
- 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
- 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.

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.

A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

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 National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC 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 End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC 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).

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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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 NCSC Data Sanitisation guidance [Secure sanitisation of storage media - NCSC.GOV.UK](https://www.ncsc.gov.uk/section/products-services/ncsc-certification); 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 NCSC, 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 NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) 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, employment history, 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.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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- 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.
- 7. 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 24 hours.

8. Restricting and monitoring access

- 8.1 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.

9. Audit

- 9.1 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:
 - 9.1.1 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.
 - 9.1.2 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.
- 9.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 9.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 2 years.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Call-Off Schedule 10 (Exit Management)**Part A: Long Form Exit Management Requirements****Definitions**

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

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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	those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

Supplier must always be prepared for contract exit

The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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During the Contract Period, the Supplier shall promptly:
create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables

("Registers").

The Supplier shall:

ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

Assisting re-competition for Deliverables

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**").

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.

The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

Exit Plan

The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.

The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Exit Plan shall set out, as a minimum:

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

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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The Supplier shall:

maintain and update the Exit Plan (and risk management plan) no less frequently than:

every six (6) months throughout the Contract Period; and

no later than twenty (20) Working Days]after a request from the Buyer for an up-to-date copy of the Exit Plan;

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;

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

jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

Termination Assistance

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:

the nature of the Termination Assistance required; and

the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

Crown Copyright 2018

The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

Termination Assistance Period

- Throughout the Termination Assistance Period the Supplier shall:
- 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;
- 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;
- use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
- seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

Obligations when the contract is terminated

The Supplier shall comply with all of its obligations contained in the Exit Plan.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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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:

vacate any Buyer Premises;

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;

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:

such information relating to the Deliverables as remains in the possession or control of the Supplier; and

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.

Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

Assets, Sub-contracts and Software

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

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

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

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:

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

which, if any, of:

the Exclusive Assets that are not Transferable Assets; and
the Non-Exclusive Assets,

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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

which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

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.

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.

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:

procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

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.

The Buyer shall:

accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

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.

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.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

No charges

Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

Dividing the bills

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:

the amounts shall be annualised and divided by 365 to reach a daily rate;

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

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

Call-Off Schedule 13: (Implementation Plan and Testing)

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Call-Off Schedule 13 (Implementation Plan and Testing)

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):

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	1 an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	2 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;
Implementation Period"	3 has the meaning given to it in Paragraph 7.1;

2. Agreeing and following the Implementation Plan

2.1 The Supplier shall provide a draft Implementation on the date agreed in the relevant Statement of Work.

2.2 The draft Implementation Plan:

- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and
- 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.
- 2.5 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 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 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 Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Failure to Achieve a Milestone by the date specified in the Implementation Plan through the Supplier's Default shall be 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.

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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- 4.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.
- 4.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.
- 4.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

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.

6. Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:

- (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
- (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;

6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and

6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7. Implementation Plan

7.1 The Implementation Period will be as agreed in the relevant Statement of Work.

7.2 NOT USED

7.3 In accordance with the Implementation Plan, the Supplier shall:

- 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
- 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and
- 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.4 The Implementation Plan will include detail stating:

- 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data ; and

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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- 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

7.5 In addition, the Supplier shall:

- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.]

Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Call-Off Schedule 13: (Implementation Plan and Testing)

Call-Off Ref:

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Annex 1: Implementation Plan

To be agreed as required in the relevant Statement of Work.

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

Call-Off Ref:

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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):

"Component"	4 any constituent parts of the Deliverables;
"Material Test Issue"	5 a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	6 a certificate materially in the form of the document contained in Annex 2 issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	7 the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	8 a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	9 in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	10 the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	11 the specification that sets out how Tests will demonstrate that the Test Success Criteria have been

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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	satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	12 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	13 in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	14 any person appointed by the Buyer pursuant to Paragraph 9 of this Schedule; and
"Testing Procedures"	15 the applicable testing procedures and Test Success Criteria set out in this Schedule.

2. How testing should work

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

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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3. Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as agreed in the relevant Statement of Work.
- 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

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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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 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

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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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 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 2 Working Days prior to the date on which the Test is planned to end; and
 - 7.5.2 the final Test Report within 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

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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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;

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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- 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
- 9.4 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 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.

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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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).

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 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 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.

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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Annex 1: Test Issues – Severity Levels

Severity 1 Error

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

Severity 2 Error

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

- causes a Component to become unusable;
- causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
- has an adverse impact on any other Component(s) or any other area of the Deliverables;

Severity 3 Error

This is an error which:

- causes a Component to become unusable;
- causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
- has an impact on any other Component(s) or any other area of the Deliverables;

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

Severity 4 Error

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

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

Call-Off Ref:

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Severity 5 Error

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

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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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

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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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]

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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

Definitions

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

"Operational Board"	the board established in accordance with paragraph 4.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

Project Management

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.

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.

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

Role of the Supplier Contract Manager

The Supplier's Contract Manager's shall be:

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;

able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

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be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
able to cancel any delegation and recommence the position himself; and
replaced only after the Buyer has received notification of the proposed change.

The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

Role of the Operational Board

The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.

In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.

Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

Crown Copyright 2018

The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

Contract Risk Management

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

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

the identification and management of risks;

the identification and management of issues; and

monitoring and controlling project plans.

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

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.

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

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

Call-Off Ref:

Crown Copyright 2018

Annex: Contract Boards

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

To be agreed between the Parties during performance of the Call-Off Contract

Framework Ref: RM

Project Version: v1.0

Model Version: v3.1

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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Call-Off Schedule 20 (Call-Off Specification)

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

Purpose

This Schedule sets out the characteristics of the Call-Off Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract. This Call-Off Specification builds upon the Framework Specification for CCS “RM6195 Big Data and Analytics” which is included in this document at Annex B.

Statements of Work

The Parties agree that when a Buyer seeks Call-Off Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a “Statement of Work”. Statement of Work or “SOW” means the document which, upon execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and it outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion date(s) and charging method(s). The SOW template is detailed at Annex A to this Services Specification. The Supplier shall not be obligated to deliver or Deliverables not specifically agreed in an SOW between the parties.

Scope and Methodology

The scope of work will be set in Statements of Work and managed using agile methodology.

High level goals for this approach:

- To ensure that development is done in line with DDTS architectural practices and oversight.
- To provide enough documentation and knowledge transfer to DDTS and programme team members and Application Maintenance and Support Services supplier as per the project’s requirements.

Types of Deliverables

The following are indicative of the types of Deliverables required by the Buyer, specific Deliverables will be agreed between the parties in the applicable SOW.

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

- Digital products and services as expected from the CDDO defined stages of agile project delivery in compliance with the CDDO service standard. Software engineering, testing and dev-sec-ops practice is to comply with the standards defined by the DDTS Delivery Assurance function.
- Delivery and project controlling documentation and artefacts in alignment with the standards defined by the DDTS Delivery Assurance function. Management of dependencies, compilation toolchains, configurations and supporting version control such that we maintain a deterministic service state;
- Technical documentation aligned to the practice recommended by the DDTS Delivery Assurance function.
- Technical support services, where we require Supplier Personnel with software Development skills to deliver changes. This is expected to include technical review and support to define technical roadmaps for our products;
- Supporting the definition of appropriate architectures and software designs, to influence future technical work as well as ensure secure and stable production systems;
- Providing advice to other teams, users or our internal communities where they have development related technical queries. This could include presenting and playing an active role within Defra and it's ALBs;
- Provide knowledge transfer and documentation handover of project knowledge and assets;
- Integration of the project delivery services to Defra's production environment following Defra's Service Introduction Procedures;
- The attendance at regular ceremonies (for instance sprint planning, retros and show & tells);
- These services are agnostic of platform or product.
- Implementation of 3rd Party Contracts/Software licenses where instructed by Defra (supplied by Defra).

Requirements List

The Supplier must provide the requirements outlined below:

1. Overarching Requirements
 1. The successful supplier teams must be used to working in the public sector with complex stakeholder groups to ensure they can quickly embed and deliver the necessary outcomes within agreed timelines.
 2. Projects are to be delivered in line with the UK Government Central Digital and Data Office Service Toolkit (including the Service Standard, Service Manual, Technology Code Of Practice, API Technical and Data Standards, Open Standards) and in alignment with Defra's Core Digital Delivery Platform and assurance guardrails.

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

3. The Supplier must provide a full description of the service that it proposes to provide to Defra using an Outcome Based Delivery, and how the requirements are to be met, providing the best Value for Money to Defra.
4. Applications Development transforms the conceptual specifications into source code and, eventually, supported and maintained IT services. Application Development teams also require a variety of “soft” skills to work in our teams, with the balance of hard and soft skills required, varying between requirements. A broad variety of potential capabilities are covered in this requirement.
5. The Supplier shall participate in a kick-off meeting (post-contract award) where the Authority will inform the Supplier of the status of the Programmes and provide relevant project documentation. The update meeting will be arranged by the Authority and held shortly after the commencement of the contract.
6. The Supplier shall record and escalate issues and risks related to the delivery and notify the Project Manager/Delivery Manager promptly and in any event within 2 Working Days or at the next weekly meeting, whichever is sooner.
7. The Supplier shall submit Deliverables to the Authority in accordance with timescales agreed in the relevant Statement of Work.
8. The Supplier shall collaborate with the Buyer upon contract award to develop a multi-programme delivery model and a roadmap of work-packages (Statements of Work). The first Statement of Work will cover an ‘inception’ phase to ensure a collaborative delivery model and roadmap.

2. Application Development Service Requirements

The Supplier will provide capability/capacity when required to deliver several types of service under this arrangement. The scope of this contract may include but is not limited to:

1. Support the creation of project vision, strategy and other pre-discovery activities (e.g. proof of concept, proof of value) to support the initiation of new projects and the move from concept and business requirement to project delivery;
2. The discovery, design and development of software components for one of our services or platforms, examples of specific technical work could include the implementation of a microservice using one of our core languages (for instance Java or Node.js) or the development of client-side JavaScript code. This contract covers all levels in a technology stack;
3. Project management of Supplier and mixed Buyer, Supplier and multi-supplier teams;
4. Management of dependencies, compilation toolchains, configurations and supporting version control such that we maintain a deterministic service state;

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

5. The compilation of production and pre-production software components for onward integration of deployment;
6. Technical support services, where we require Supplier Personnel with software Development skills to deliver changes. This is expected to include technical review and support to define technical roadmaps for our products;
7. Support to any stage of the application development and maintenance lifecycle (testing, support, release management, security and management) where Development skills are required. We envisage these skills being used to support assurance and evolution as well as delivery and support;
8. Supporting the definition of appropriate architectures and software designs, to influence future technical work as well as ensure secure and stable production systems;
9. Providing technical leadership of engineering teams, which may be multi-organisation;
10. Providing advice to other teams, users or our internal communities where they have Development related technical queries. This could include presenting and playing an active role within Defra and it's ALBs;
11. Production and maintenance of documentation aligned to project work;
12. Provide knowledge transfer and documentation handover of project for DD and NCEA knowledge and assets;
13. Integration of the project delivery services to Defra's production environment following Defra's Service Introduction Procedures;
14. The attendance at regular ceremonies (for instance sprint planning, retros and show & tells);
15. These services are agnostic of platform or product – first and foremost we require the right breadth and depth of technical skills to support multiple platforms and languages as required. We also place community and behaviours at the fore in this work, and the successful Supplier must integrate with and deliver these elements. During the delivery they may also have to adopt the work done by others or transition the work to other suppliers as required by Defra.
16. Whilst it is not expected that a significant component of this work will cover operational support arrangements, we do anticipate that some Statements of Work may be required to provide initial live application support and transition to an application management service or where there is an integrated software life cycle from application development through release and IT operations activities (DevOps);
17. Provision of 3rd Party Contracts/Software licenses where instructed by Defra.

3. General Requirements

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

1. The Supplier shall adhere to GDS and/or the Defra's standards specified in the SOW;
2. The Supplier shall provide suitably qualified or experienced IT staff to DDaT framework specifications on agreement by Defra;
3. Supplier role descriptions are to be linked to the DSP SFIA rate card (SFIA7) as defined in the DSP framework terms and conditions;
4. The Supplier shall provide teams that are available between 9.00am and 5.00pm on a Working Day or as specified in the Statement of Work;
5. The Supplier shall adhere to the Defra's mandated processes and policies (see Annex C);
6. The Supplier may be required to provide the software and tools for application development teams that is defined in the SOW;
7. NOT USED
8. The supplier will demonstrate support for the Defra's commitments to the UK Government Social Value Model statement.
9. The supplier is expected to provide the necessary equipment (laptops, etc.) to their personnel working on the Defra projects under this contract, unless requested by Defra to use the Defra equipment. The equipment provided by the supplier that will be used for the Defra work must comply with the security standards defined by the Defra security.
10. Compliance with ISO27001, ISO9001, GDPR, PSAR (public sector accessibility regs) and PECR. 12.

4. Technology Requirements

1. The Supplier will be expected to work with a wide range of technology tools and platforms, project requirements will be specified in the Statement of Work. Technology solutions provided are expected to be in accordance with the Buyer's Technology Design Authority.

5. Security Requirements

1. The Supplier will deliver the security services specified within Security Requirements – specifically 'Part B – Long Form Security Requirements'. The key deliverable of these requirements will be the creation and maintenance of a detailed Security Management Plan and Information Security Management System (ISMS) to clearly allocate security responsibilities to the individuals, organisations and third Parties. This detailed description of the security service will be structured in accordance with ISO/IEC27001 and ISO/IEC27002 cross-referencing if necessary to other Schedules and written

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

in plain English in language which is readily comprehensible to the staff of the Supplier and Buyer. The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier from time to time and at least annually to reflect emerging changes in Good Industry Practice.

2. The service benefits from a number of additional requirements:

- The Supplier appoints a Security Manager to act as a single point of contact for all matters related to information security management of the Services.
- The Supplier implements the necessary organisational interfaces to the Buyer and other relevant organisations including escalation paths for Security Incidents.
- The Supplier attends the Buyer's Security Management Board Security Working Group when requested in an active role as Supplier representative.
- The Supplier assists the Buyer to maintain a Security Risk Register
- The Supplier administers its own staff clearances and provides sufficient appropriately cleared staff - resource is security vetted to the Buyer's mandatory vetting requirements as specified in the Buyer's Security Aspects Letter. All resource will be security cleared to a basic minimum level of BPSS. Any resource requiring privileged access (physical and logical) to production and non-production environments is security vetted to the additional security clearance level of SC.
- The Supplier conducts an initial security briefing and ongoing security awareness programme for all supplier resource engaged in delivery of the Services.
- The Supplier reviews the clearance documentation for an individual and acknowledgement the individual has received a security briefing before granting physical or logical access rights to sensitive Buyer assets or their unescorted access to any secure areas used in the delivery of the Services.
- The Supplier handles, protects and disposes of any Buyer information bearing a protective marking in accordance with the Buyer Security Policies. (NB Information Handling and Data Protection procedures and guidance will be described within the Security Management Plan which forms part of the key.)
- The Supplier's resource connects to the Buyer's environments either via the existing connectivity solution or via the Buyer's 'Supplier RAS' connectivity solution for Third Parties into the Buyer's cloud environments. Connectivity is compliant with the Buyer's Security Policy. The Buyer's Supplier RAS solution is based on the Azure Virtual Desktop service (AVD). The Supplier resource will only connect from The Supplier's service centre networks or via a The Supplier VPN session. Access will only be permitted via the approaches outlined above and will not be permitted from The Supplier asset directly into a Buyer system or service. Buyer data will therefore remain within the Buyer's networks, applications and services. The Supplier will request approval from the Buyer to process data outside the Buyer's environments

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

The Supplier provides security resource to assist the Buyer with the security assurance of its systems and services being managed via a Buyer Programme, Project or Statement of Work.

- The Supplier adheres to the good industry practice security guidance requirements during the delivery of the service:
- NCSC Cloud Security Principles
- ICO Guidance on the use of Cloud Computing
- Supplier Owned Laptops – Device build guidelines for access to non-production Defra assets for use by developer and tester resources.
- The following guidelines are included as to the security controls expected of supplier provided devices that are used to access the Buyer developer or test resources. Access to production resources or production data is not permitted.
- In order to permit access to development and test resources a posture check will be required of the configuration of the client device as part of the gateway / boundary checks before permitting onward access to the requested resources. This must be supported by an agreed set of security operating instructions (SyOPs) that the end-users of the devices sign up to and manage.
- In order to define the posture check required, from a technical, operational and procedural basis, an assessment of the proposed solution against the latest NCSC guidance (see [Device security guidance - NCSC.GOV.UK](https://www.ncsc.gov.uk/guidance/device-security-guidance)
- must be performed, the residual risks must be assessed and managed via further technical and operational controls and the resultant solution will be assured using the Defra standard assurance pack
- In the detail below the (*) annotation indicates this is a SyOPs activity for end-users to sign-up to and manage The characteristics of the device build may be summarised as –
- Corporate Managed Device - The device should be managed by corporate policies and the controls below implemented as device policy rather than as manual configuration
- Build hardening - The device build and configuration must align with recognised security best practice and device hardening, for example CIS Benchmarks
- Hard disk encryption – recognised device encryption with TPM and password (*) Disk encryption password and end-user password must be different
- Operating system patch status no more than 4 weeks out of date
 - Policy should enforce automatic updates
 - System build at n-1 build minimum – The base Operating System must be up to date
 - Secure boot to be enabled if available - UEFI or secondary processor

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

- (*) All mandatory and optional patches must be installed • Core applications patch status no more than 4 weeks out of date
- Microsoft Office 2016 or later is to be used
- Microsoft Office will be managed via the company managed licence and policy
- (*) all mandatory and optional patches must be installed
- Browser patch status no more than 1 week out of date
- Other than operating system pre-installed browsers the only browsers supported are Chrome and Firefox
- Browser plugins are to be minimised and only used when required
- (*) All updates must be applied
- Other system software patch status no more than 4 weeks out of date
- Java, Acrobat and developer tools are to be maintained at the latest released versions
- (*) All available patches installed within 4 weeks of release
- VPN configuration
- Single tunnel VPN is preferred when accessing Azure and AWS resources, if split tunnel configuration is used care must be taken of content accessed outside of the VPN whilst the VPN is active
- Multi-factor authentication is enabled – Microsoft Authenticator or SMS to phone
- Anti-malware installed, patched and active and no more than 1 week out of date
- Device management tools must check the anti-malware is registered and active
- A product anti-malware policy in line with the baseline from <https://learn.microsoft.com/en-us/windows/client-management/mdm/policy-csp-defender>
- Anti-malware product must be licenced, freeware copies are not acceptable
- (*) All available product updates must be installed
- (*) scan-on-read, scan-on-write and (where possible) abnormal execution behaviour detection must be enabled
- Anti-malware pattern files no more than 48 hours out of date
- (*) pattern files must have been updated
- Host based firewall enabled (inbound traffic blocked)
- Device management tools must check the firewall is registered and active
- (*) a firewall policy to block all inbound access must be enabled The above controls, plus any additional relevant controls, will be documented in a device

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

policy / build assessment and, along with any associated security operating instructions, made available to Defra for review

6. Governance and Reporting Requirements

1. The Supplier shall contribute to the joint governance of the agreement in the following strategic customer/supplier relationship forums:
 - Supplier Management Group if required.
2. Supplier delivery performance shall be reported and reviewed monthly summarising the portfolio of work across each Cost Centre to include as a minimum:
 - Management Information for roles with each approved Statement of Work i.e. updated spend forecast (min 3 month look ahead) based on latest actuals, costs clearly apportioned into cost centres and project codes (only required for Statements of Work priced on a Time and Materials basis).
 - Feedback from Statement of Work owners
 - Confirmation of all hit/missed SoW deliverables in the time period.
 - Confirmation all required documentation / knowledge repositories have been updated.
 - Performance against SOW expected submission/response/approval process timescales.
3. Supplier demand shall be reported and reviewed monthly with input from both parties to include as a minimum:
 - Rolling 6 month project pipeline
 - Governed demand currently in SOW preparation with expected start date
 - Forecast demand and expected start date
 - Indicative project profile including technology, duration, team size
 - Top-level spend and forecast against contract budget
4. Project specific governance and reporting requirements shall be agreed as part of the project SOW.

7. Working with Others and Behaviours

1. The Supplier will be undertaking delivery in a multi-disciplinary / multi-vendor environment. The Supplier shall develop strong collaborative working relationships with the existing Defra Teams and with the other suppliers supporting the Defra projects with whom the supplier will work. It is expected that Supplier shall participate in agreed planning events that determine delivery scope.

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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2. Regular 'show and tell' sessions should be facilitated by the Supplier at the end of each sprint (as per the Agile methodology).
3. It is recognised in an agile environment that change will happen. Depending on the level and type of change will determine the approvals required. Small changes to the delivery for example that does not result in material changes or charging changes can be agreed within the project team. All other changes must be approved by Defra via a change request. The Supplier will be expected to embody an open and positive approach, supporting the Buyer in:
 - Progressing the DDaT profession, understanding all roles and helping to build the Defra's technology community;
 - Working and assessing to appropriate standards: for instance, accessibility, the GDS service standard and Buyer technology community practices;
 - Improving Defra's technology skills and approaches as well as supporting Defra to keep up to speed with the technology landscape;
 - Demonstrating a commitment to innovation and continuous improvement

8. Non-Functional Requirements (NFR)

1. Changes to deliverables, milestones or work packages should not proceed without written confirmation from an authorised person from both parties.
2. Any delay on the timelines agreed, must be escalated within two (2) working days identified. An alternative plan or solution must be proposed within five (5) working days.
3. Any changes to the proposed resource plan differ to the proposal submitted and agreed, must inform Defra responsible person within two (2) working days.
4. For any hardware, software, licensing procured and paid by Defra during the contract to execute the deliverables. Defra must have the full ownership of the product(s) at the end of contract.
5. The Authority acknowledges that the current phase is limited to a short discovery and proof of concept and does not require system integration or service onboarding. However, suppliers must demonstrate an understanding of and readiness to comply with the Authority's full Non-Functional Requirements framework in future phases, including integration with enterprise IT services and support structures.
6. The Supplier must comply with all current Defra policies and processes as provided to the Supplier from time to time, including those related to supplier management, data governance, and collaboration. This includes adherence to the Authority's Supplier Management Policy, Onboarding Process, which will be provided upon contract award. In future phases, the Supplier will be

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

expected to align with the Authority's IT service management practices, which are based on the ITIL framework. This includes, but is not limited to:

- Incident Management
- Change Management
- Problem Management
- Service Request Fulfilment
- Configuration and Asset Management
- Service Level Management

This list is not exhaustive, and additional service management functions may be introduced as the programme evolves.

Annex A – TEMPLATE - Statement of Work for Digital Outcomes

Upon execution, this SOW forms part of the Call-Off Contract (reference below). The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables/ requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW. All SOWs must fall within the Services Specification and provisions of the Call-Off Contract. The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Statement of Work Unique & Specific Title																								
Call-Off Contract Title																								
Call-Off Contract Reference																								
Supplier Management Contract Ref																								
Defra SOW Reference	SOW_Supplier Shorthand Ref_0001 to be taken from Cost Model																							
Supplier Reference																								
SOW Grand Total Value	£xxx,xxx.xx																							
SOW Start Date																								
SOW End Date																								
Cost Centre Name & Number	Other (write in)																							
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Confirm Project Tier																								
Project PAB Reference & Value	Ref:				CDDO Work Criticality Assessment Passed <input type="checkbox"/>																			
Assurance confirmation	Approved Spend Value:				OR PAB approval not needed as work internal																			
	PAB Date:				/ resource augmentation <input type="checkbox"/>																			
Delivery Method	Agile																							
Charging Basis	Click or tap to enter charging basis																							

Statement of Work Unique & Specific Title		
Scope Requestor	Scope Requestor Name & Job Title	
	Signature (confirming you have created the scope/demand)	
	Date SOW / Demand Requested	
Budget Holder Approver	Enter name of ONE project budget holder / approver	
Buyer	Secretary of State for Environment, Food & Rural Affairs	

Contents

Statement of Work for ‘Supplier & Work Unique & Specific Title’ Digital Outcomes	1
SOW_Supplier Shorthand Ref_0001 to be taken from Cost Model	1
Cost Centre Name & Number	1
VAT Recoverable	1
Costs are VAT Recoverable: <input type="checkbox"/>	Costs are NOT VAT Recoverable: <input type="checkbox"/>
Costs are NOT VAT Recoverable: <input type="checkbox"/>	1
Project PAB Reference & Value	2
Assurance confirmation	2
Version Control	5
Project Overview	6
Digital Outcomes Overview	6
Significant Defra Digital, Data, Technology & Security (DDTS) Standards	6
Agile Phase(s) Supported by this SOW	6
Non-Agile Phase(s) Supported by this SOW	6
Security Vetting Checks Required	6
Laptops & Connectivity Changes	7
Locations	7
Digital Outcomes, Acceptance Criteria & Milestones	8
Digital Outcome Completion Criteria	8
Charging Method for this SOW (delete those not applicable for this SOW)	8
Supplier Team Profile	10
Supplier Cost Forecast Time & Materials	11
Supplier Cost Forecast Fixed Cost	13
Supplier Cost Forecast Milestone Payments	15
Assumptions & Dependencies	17
Key Supplier Contacts	17
Key Buyer Contacts	17
Call-Off Contract Charges	17
Regular Meetings / Reporting (Delete if not required)	19
Variations	19

Framework Ref: RM6195

Project Version: v1.0

Model Version: v3.0

General	20
Subcontractors	20
SOW End Date	20
Termination	21
Agreement of Statement of Works	22

Version Control

Version No.	SOW Ref	Changes Made	Made By	SMT Owner	Date
001	e.g.SOW_BIF_001	New SOW			
002	e.g. cSOW_BIF_001A	e.g., Deliverables & Milestone Dates – new outcomes added, and dates extended. Supplier Cost Forecast – updated to reflect new outcomes.			
003					

Project Overview

Enter a short summary paragraph of the services/project this SOW is supporting & any pertinent project/programme background or key information related to the specific workstream. Existing team size, key dates, existing team profile, any known constraints or risks or issues?

Digital Outcomes Overview

Enter a high-level summary in a paragraph or couple of bullet points of the digital outcomes to be delivered e.g., this is to create suitable software to do... / security testing of ... What is the problem that needs to be solved? What deliverable needs creating / reviewing? What gateway(s) need to be passed? Any additional / project specific material available?

Significant Defra Digital, Data, Technology & Security (DDTS) Standards¹

- [Software Development](#)
- [Quality Assurance Testing](#)²
- [Service Standards](#)³
- [Technology Code of Practice](#)
- [DDTS Tools Authority Common Technology Choices](#)
- [OWASP Security Standards](#)
- [CCTS Assurance Guardrails](#)
- [MRS Code of Conduct](#)
- [MRS Binding guidelines](#)

Agile Phase(s) Supported by this SOW

This SOW is intended to capture digital outcomes that contribute to the successful completion of an agile phase, or part thereof, but the not the overall phase completion responsibility.

Non-Agile Phase(s) Supported by this SOW

This SOW is intended to capture digital outcomes that contribute to the successful completion of a Digital Delivery project, or part thereof, but the not the overall project completion responsibility.

¹ These are key standards called out by Defra for this activity, however all current and relevant standards per the contract shall be required to be adhered to

² This link also gives practical examples of expected outcomes & requirement documentation from QAT.

³ [Review here for examples of success criteria in Service Standards](#)

Security Vetting Checks Required

BPSS within the last 3 years is the minimum mandatory level for all roles and Supplier is responsible for ensuring this requirement is met.

SC is required ☐

List roles here, from the Suppliers team profile, which will require further levels of clearance.

Laptops & Connectivity Changes

No change, existing kit in use ☐

Defra laptops will be arranged via MyIT ☐

[It is the responsibility of the CS Business Owner to raise individual requests for pre-agreed roles via MyIT and to collect the kit as the consultant leaves]

Supplier business-owned laptops needed ☐ [NB Suppliers must NOT use personal laptops at any time]

Non-standard software / environment access required: ☐ Provide details here & for which roles

Non-standard licences required: ☐ Provide details here & for which roles

Confirm who is purchasing / providing the licence(s): Defra ☐ Supplier ☐

Locations

Please confirm, if required, the Defra hub that shall be considered the base location(s) for hybrid working and no associated travel expenses shall be incurred related to Supplier consultants working at the location(s) for actively directly contributing to this SOW.

Is there a contractual, political or security justification to limit to UK-based team only ☐

NB: If Supplier wants to propose an optional team profile of near- and / or off-shore resources for consideration, this must be presented as a separate table with the benefits clearly defined.

Digital Outcomes, Acceptance Criteria & Milestones

The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOWs executed.

Digital Outcome Reference	Digital Outcome Detail	Key Supplier Deliverable(s)	Definition of Done for Buyer	Digital Outcome Due Date
001	Example Up-to-date costing data ⁴	Example <ul style="list-style-type: none"> Updated 3-month rolling cost forecast for the SOW. Updated full year cost forecast vs actuals. 	Example On time delivery. Data accuracy.	Example Before end of 3 rd week every month.

Digital Outcome Completion Criteria

The Supplier shall notify the Buyer following the achievement of each outcome/deliverable and at the same time provide sufficient evidence to enable the Buyer to verify the achievement of the outcome/deliverable.

Charging Method for this SOW (delete those not applicable for this SOW)

Fixed Price

Invoiced monthly in arrears based on agreed Deliverables, invoice to be presented to DEFRA by the working day of the month agreed in the contract & with an updated min. 6-month forward spend forecast against remaining budget.

⁴ Please overwrite this with outcome specific to the programme need

Milestone Payments

Invoiced based on agreed Deliverables which are deemed contractually satisfactorily delivered, (draft) invoice to be presented to DEFRA by working day of the month agreed in the contract along with proof of delivery acceptance & updated forward spend forecast against any remaining milestones.

Capped Time and Materials

Invoiced monthly in arrears based on agreed Deliverables and within the capped cost limit, (draft) invoice to be presented to DEFRA by working day of the month agreed in the contract along with agreed Management Information to allow project cost reconciliation e.g., roles, rates, project, cost centre, days worked in the month per workstream, value. Updated min. 3-month rolling forward (current month + 2 months) spend forecast to be provided by no later than -3 working days before last working day of each month.

Time and Materials

Invoiced monthly in arrears based on agreed Deliverables, (draft) invoice to be presented to DEFRA by working day of the month agreed in the contract along with agreed Management Information to allow project cost reconciliation e.g., roles, rates, project, cost centre, days worked in the month per workstream, value. Updated min. 3-month rolling forward (current month + 2 months) spend forecast to be provided by no later than -3 working days before last working day of each month.

Travel Expectations & Expenses

All expenses must be pre-approved by Buyer. All expenses **must** be claimed in accordance with the prevailing expenses policy operated by the Buyer. Invoices including claims for expenses which do not comply with this policy will be rejected in their entirety.

Overtime & On-Call

There will be no overtime paid in relation to this statement of work. Any additional work shall be agreed between the Buyer and Supplier in writing, prior to commencing work. For any additional work agreed between both parties, the rates will be at the standard rates, which are captured in the Call-Off contract. Any additional work must be captured by up revving this SOW to a cSOW outlining the agreed deliverables for any additional work and capturing the changes within the version control table.



Department
for Environment
Food & Rural Affairs

DDTS Digital Delivery Statement of Work

Supplier Team Profile

NB: If Supplier wants to propose an optional team profile of near- and / or off-shore resources for consideration, this must be presented as a separate table with the benefits clearly defined.

Outcomes to be delivered	Phase(s) of Work	Service Component (Supplier Role/Title)	Work Location (UK / Near Shore / Offshore)	Day Rate (£GBP)	SFIA Level (use different row for different SFIA across one service)	Total Units providing service (1 = 1 person)	Number of working days of service billed (NOT same of total avail working days)	Cost of Service	R-DEL £	C-DEL £	Service Start Date	Service End Date	Supplier Comments
Ex 1				X		Y	W	$=((X*W)*Y)$					
Ex 2													
Ex 3													
Total Cost of SOW Service excl VAT								£ Q					
(Forecast) Expenses Max Limit								£ G					
Total Cost of SOW excl VAT								Q + G					

Supplier Cost Forecast Time & Materials⁵

Workstream / Project	Forecast Spend SOW End	Example Month 1 Projection	Example Month 2 Projection	Example Month 3 Projection	Example Month 4 Projection	Example Month 5 Projection	Example Month 6 Projection	R DEL Total	C DEL Total
Project 1 / Workstream 1	£	£	£	£	£	£	£	£	£
Project 2 / Workstream 2	£	£	£	£	£	£	£	£	£
Expenses	£	£	£	£	£	£	£		
Monthly Totals	£	£	£	£	£	£	£	£	£

⁵ Delete table if project is fixed cost / Milestones



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DDTS Digital Delivery Statement of Work

Supplier Cost Forecast Fixed Cost⁶

Service Ref	No of chargeable units (half / full days)	Work Location (UK / Near Shore / Offshore)	Month 1 Charge	Month 2 Charge	Month 3 Charge	Total Service Charge	R-DEL	C-DEL	Service Start Date	Service End Date
Project 001 / Workstream 001			£0000	£0000	£0000	£0000	£0000	£0000		
Project 002 / Workstream 002			£0000	£0000	£0000	£0000	£0000	£0000		
Project 003 / Workstream 003			£0000	£0000	£0000	£0000	£0000	£0000		
Monthly Totals Across Project/Workstream			£0000	£0000	£0000	£0000	£0000	£0000		
Monthly Totals Across Project/Workstream in R-DEL			£0000	£0000	£0000	£0000	£0000	£0000		
Monthly Totals Across Project/Workstream in C-DEL			£0000	£0000	£0000	£0000	£0000	£0000		
	Total SOW Charges excl. VAT					£0000				
	Total Apportioned to R-DEL					£0000				
	Total Apportioned to C-DEL					£0000				

⁶ Delete table if project is T&M / Milestones



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DDTS Digital Delivery Statement of Work

Supplier Cost Forecast Milestone Payments⁷

Service Ref	Milestone / Outcome Name	Milestone / Outcome Description	Milestone / Outcome Due Date	Milestone / Outcome Definition of Done	Total Cost
Example 1					£0000
Example 2					£0000
Example 3					£0000
Total SOW Charges excl. VAT					£0000
Total Apportioned to R-DEL					£0000
Total Apportioned to C-DEL					£0000

⁷ Delete table if project is T&M / Fixed Cost

Assumptions & Dependencies

e.g.

- Info needed by Supplier from Buyer by DDMMYYYY to hit outcomes, otherwise...

Key Supplier Contacts

Name	Role	Contact Info

Key Buyer Contacts

Name	Role	Contact Info

Call-Off Contract Charges

For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges will be as per the charging method in the signed contract and will be calculated using the agreed rates in that same contract.

The Supplier will provide a detailed breakdown across SOWs with sufficient detail to enable the Buyer to verify the accuracy of Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- Defra SOW reference;
- Supplier SOW reference (if applicable);
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable) and the pre-approval from the project;
- The number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- The total cost per role / facility.

The Supplier will also provide a monthly summary which is to include:

- Total value of this SOW;
- Overall Call-Off Contract value;
- Remainder of the value under overall Call-Off Contract Charge
- Forecast of spend for each SOW to at least financial year end or next 6 months, whichever is longer.

If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded. [2]

Invoices are required to show the following details required for accurate billing as detailed on the PO to include, but not limited to:

- Defra PO Number
- Defra PO Line Number (if multiple lines on PO)
- Defra Cost Centre
- Defra SOW reference(s)
- Defra Workstream / project code
- Defra Analysis Code / Evaluation Code
- Defra Task Code
- Supplier Name*
- Supplier Invoice Number
- Net & Gross Amount
- Clear detail of when spend was incurred

*The Supplier Name must match the name on Defra SOP confirmed by Supplier at account set up otherwise the invoice will be automatically rejected.

Multiple SOWs can operate concurrently. Risks or contingencies shall be included in the charges.

Regular Meetings / Reporting (Delete if not required)

This table can be used to capture any existing / required meetings or reporting cadences that Supplier must attend / produce. Other meetings, reporting and communications shall be required throughout the term of the SOW and will be communicated to Supplier through day-to-day project interactions and shall not require this SOW to be updated to reflect them.

Any commercial discussions or quality/timeliness concerns shall be initially raised with and include Supplier Management.

Governance / Meeting / Report Type	Frequency	Buyer Stakeholder(s) (Roles)	Supplier Stakeholder(s) (Roles)
Example Firm-forecast (3 weeks known/1 week forecast spend for current month)	Example No later than 4 working days before last working day of month	Example <ul style="list-style-type: none"> n/a 	Example <ul style="list-style-type: none"> n/a
Example Fortnightly check points	Example Weekly until SOW is completed	Example 2 Programme Delivery Manager 3 Procurement Team 4 Sr Service Manager 5 Supplier Manager	Example 6 Delivery Partner 7 Transition Manager 8 Test Lead 9 Client Partner
Example SOW Sign-off Review	Example Final Meeting for SOW sign-off	Example Same as above	Example Same as above

Variations

As stated in the call-off contract, the client has the right to amend the rate of development or delivery of service contained within SOW when required. Should this occur; the Supplier and Client will mutually agree a variation within five calendar days.

General

The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services/Outcomes that are to be delivered under this SOW and will not apply to any other SOWs executed or to be executed under this Contract unless otherwise agreed by the Parties.

There shall be no 'working at risk' e.g. any Supplier consultant(s) landed without a fully approved SOW that covers their period of service and details the outcomes. Start dates shall be agreed with Supplier Management and Buyer shall not be liable for any charges outside of pre-agreed dates.

For the purposes of security and planning :

1. Any plan to replace or demobilise the service requires notice of at least 15 (fifteen) working days from the Supplier and to be agreed with Buyer in advance.
2. In addition, two or more changes within the service in the window of 4 (four) weeks requires a minimum notice period of 15 working days from the Supplier to the Buyer.

Supplier or Subcontractor personnel providing the services: (i) may be substituted by the Supplier or Subcontractor with staff of equivalent skills and expertise providing reasonable notice of minimum 15 working days to the Buyer where practicable; and (ii) remain under the management and control of the Supplier or Subcontractor at all times.

The Parties recognise that the requirements may be varied or subject to further elaboration as part of the agile process and the indicative resource profile may flex where necessary to accommodate changes to the Buyers requirements.

Supplier shall provide Supplier Management with a list of all starters / leavers / movers on the contract at the end of each week. Supplier Management will provide a template of required data.

The Supplier and Subcontractor shall work in collaboration with the Buyer and other third parties associated with the programme.

Subcontractors

Supplier to list here any Subcontractors, per Contract definition, intended to be utilised in the provision of delivery of this SOW, or state 'None'.

-

SOW End Date

Supplier Management shall contact the current Defra Buyer (e.g. Scope Requestor) ~6-8 weeks before the SOW end date to ascertain if any further digital outcomes are required. If they are, a new SOW shall be drafted to outline the new activity. Unless requested otherwise by Supplier Management, the existing SOW and related activity shall end on the SOW end date (shown on p.1) and the team roll-off and no further charges shall apply.

Termination

The Buyer reserves the right to terminate the SOW at any time, giving a notice period of 10 working days in which all development work will cease and no further charges shall be applicable.

The notice period shall be given in writing (email). The receiving party shall acknowledge receipt of request within 24 hours. Failure to do so does not invalidate the initial request and the 'clock' shall start from when the Buyer sends the email.

If the Buyer chooses to request one or more Supplier parties providing the services in this SOW be removed, then a notice period of 10 working days shall apply. Once the 10 working days' notice period has expired there will be no further charges applicable unless it has been agreed the service provision requires backfill to ensure quality and/or timeliness of the deliverables.

Agreement of Statement of Works

Enter SOW Ref Here	Buyer Budget Holder Approval	Supplier Management Approval
Full Name		
Job Title		
Signature		
Approval Date		

By Signing this SOW, the Parties agree to be bound by the terms and conditions set out herein.

Signed on behalf of Supplier:

Supplier Signature

Signed on behalf of Buyer:

Buyer Signature

Annex B – Framework Specification RM6195

Framework Schedule 1 (Specification)

This Schedule sets out what we and our Buyers want.

The Supplier must only provide Deliverables for the Service Provisions set out in this Specification.

For all Service Provisions and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards. The Deliverables and any Standards set out below may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure and, to a limited extent, in the Statement of Requirement under a Call-Off Contract.

In this Schedule, the following words and phrases shall have the following meanings:

“Accountability Model”	means those accountability models set out in Paragraph 3.2.4;
“Alpha”	means the alpha phase of agile delivery described in the Service Manual;
“Beta”	means the beta phase of agile development described in the Service Manual;
“Capability Down-Select Matrix”	means the matrix available for buyers to create shortlists of suppliers on Lot 1 by capability to run a down-select further competition;
“Catalogue”	means the online repository of supplier product & service offerings and pricing
“DataSecOps”	is the evolution of the ‘DevSecOps’ model specifically for data management.
“Day Rates”	an eight (8) hour Working Day, exclusive of breaks including lunch
“DDaT”	has the meaning given to it in Paragraph 2.1.8 and 4.1;
“Deliverable Increment”	means an incremented output provided as part of the Services prior to a final accepted Deliverables;

“DevOps”	DevOps is a set of practices that combines software development (Dev) and IT operations (Ops). In many cases, this is the name of the team operating a customer’s CI/CD pipelines and managing its environments.
“Discovery”	means the discovery phase of agile delivery described in the Service Manual;
“Expression of Interest”	also referred to as an ‘EOI’ means the pre-procurement supplier engagement activity undertaken by the Buyer, whereby suppliers can express their interest to participate in a Further Competition Procedure.
“Further Competition Procedure”	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
“GDS”	means the Government Digital Service;
“Live”	means the live phase of agile development described in the Service Manual;
“Open Standards Principles”	means the Cabinet Offices’ Open Standards principles located at: https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles ;
“Profession Capability Framework”	means the GDS DDaT Profession Capability Framework located at: https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework ;
“Retirement”	means the retirement phase of agile development described in the Service Manual;
“Service Manual”	means the GDS Service Manual, located at: https://www.gov.uk/service-manual ;
“Service Standard”	means the Service Standard section of the Service Manual located at: https://www.gov.uk/service-manual/service-standard ;
“SFIA”	means the Skills Framework for the Information Age, located at: https://sfia-online.org/en ;

"Statement of Requirement"	a statement issued by the Buyer detailing its requirements and work needed in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Technology Code of Practice"	means the GDS Technology Code of Practice located at https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice ;

1. Introduction

Suppliers under the framework are required to provide one or more of the following **Service Provisions**.

- 1.1 Lot 1: Design, Build & Run Services - provision of ‘design, build and run’ big data and analytics services across one or more of the six defined capabilities: advanced analytics and cognitive, data management and acquisition; data risking; platform services; reporting and dashboards; and search and discovery services.

1.1.1 The maximum Call-Off Period for this provision shall be five years, including the initial term and any extensions.

1.1.2 Available via a Capability Down-select Matrix and Further Competition Procedure, Further Competition Procedure or Direct Award
- 1.2 Lot 2: Commercial Off-The-Shelf (COTS) Software - provision of COTS software specifically for big data and analytics capabilities, available as either on-prem, cloud, or hybrid, across one or more of five defined capabilities: big data management; data mining, risking and science; machine learning & Artificial Intelligence(AI); reporting & analytics, and search and data discovery.

1.2.1 The maximum Call-Off Period for this provision shall be five years, including the initial term and any extensions.

1.2.2 Available via Further Competition Procedure, Expression of Interest and Further Competition Procedure, or Direct Award.

2. Scope of Services

- 2.1 Service Provision 1: Design, Build & Run Services (Lot 1)

2.1.1 The scope of this Framework Contract includes the GDS life-cycle phases Discovery, Alpha, Beta, Live and Retirement, as well as ongoing data collection, processing, management, distribution, reporting, migration and transformation

2.1.2 This service provision covers the following big data and analytics ‘design’, ‘build’ and ‘run’ capabilities. Suppliers must be able to provide one or more of these Capabilities.

Advanced analytics and cognitive
Design, build,run and improve analytics & cognitive products including Artificial Intelligence (AI) and Machine Learning (ML). Includes use of PaaS and SaaS processing high data volumes from diverse data sets.

<ol style="list-style-type: none"> 2. Operating existing analytics & cognitive services and APIs, along with any newly built solutions 3. Data labelling/annotation services 4. Service & product monitoring 5. Administration, configuration and upgrade of products 6. Management and resolution of incidents and problems 7. Operations and capacity/performance management 8. Design, delivery and change management of new analytics products using approved 3rd party tools, PaaS or SaaS 9. Delivering services utilising approved and roadmap technologies and environments 10. Provide Data Scientists to build, train, test, innovate, operate and improve services when required.
Data Risking
<p>Design, build and run and maintain existing and build new risk products and related risk code</p> <ol style="list-style-type: none"> 11. Operating existing risk products, along with any newly built instances 12. Service & product monitoring, administration, configuration and upgrade of products 13. Management and resolution of incidents and problems, 14. Operations and capacity/performance management 15. Design, delivery and change management of new data risking products using approved 3rd party tools, PaaS and SaaS 16. Continuous Service Improvement 17. Delivering services utilising approved and roadmap technologies and environments
Data Management & Acquisition
<p>Design, build, test and run products for Data Management including:</p> <ol style="list-style-type: none"> 18. Data acquisition

19. Data governance tooling and process operation
20. Data quality processes, management and reporting
21. Security, data import/export, transformation and classification
22. Metadata capture and Management
23. Creation, operation and management of Data Quality and virtualisation products and solutions
24. Operating existing data products within customer's Data and Integration platform services
25. Run newly built services
26. Service and product monitoring & alerting
27. Administration, configuration,
28. Management and resolution of incidents/problems
29. Operations and capacity/performance management
30. Design, delivery and change management of data processes & flows including
31. Adding / Changing / Removing data sources continuous service improvement
32. Manage within a big data & cloud environment
33. Product and Service evergreening
34. Delivering services utilising approved and roadmap technologies and environments

Platform Services

Design, build, test and / or enhance data & integration platforms and run existing non-legacy platforms, including:

35. Running existing and new non-legacy platforms
36. System & user administration
37. Configuration and operation of Continuous Integration (CI) and/or Continuous Delivery (CD) pipelines
38. Platform Monitoring and Alerting
39. Software installation and patching
40. Evergreening, maintenance and capacity management

<p>41. Management and resolution of incidents problems,</p> <p>42. Operations including performance management and optimisation.</p> <p>43. Design, delivery & change management of platforms</p> <p>44. Delivering services utilising approved roadmap technologies and environments</p>
Reporting & dashboards
<p>Design, build, test and run reporting and dashboarding products using bespoke development, off the shelf, PaaS and SaaS offerings</p> <p>45. Operating existing reporting and dashboarding products and newly built solutions</p> <p>46. Administration, configuration, upgrade, management of reporting platforms and services</p> <p>47. Service and product monitoring and alerting</p> <p>48. Resolution of incidents and problems</p> <p>49. Operations and capacity/performance management</p> <p>50. Design, delivery and change management of new reporting and dashboarding solutions using approved 3rd party tools including cloud native products</p> <p>51. Building new semantic layers, including cubes and universes, developing bespoke reporting solutions</p> <p>52. Continuous Service Improvement</p> <p>53. Provide data presentation and visualisation subject matter expertise</p> <p>54. Delivering services utilising approved and roadmap technologies and environments</p>
Search & discovery services
<p>Design, build, test and run existing & new search products</p> <p>55. Administration, configuration and upgrade of products</p> <p>56. Service & product monitoring</p> <p>57. Management and resolution of incidents and problems</p> <p>58. Management for search services and APIs</p>

- 59. Using strategic search tools to develop new search products
- 60. Operations and capacity/performance management
- 61. Continuous Service Improvement
- 62. Delivering services utilising approved and roadmap technologies and environments

Suppliers shall ensure all security artefacts are completed, including security risk assessment, data protection impact assessment, business impact assessment and relevant data movement requests are in place.

- 2.1.3 Suppliers must work closely with the buyer's DevOps, DevSecOps, DataSecOps and Service Management teams to ensure a collaborative approach across the service.
- 2.1.4 Suppliers will adhere to the Buyer's standards and processes, including service management and continuous service improvement.
- 2.1.5 While agreed upon at the operational level, Suppliers are required to be willing to rotate staff between operations, maintenance and enhancement.
- 2.1.6 A form of a continuously refined and prioritised backlog item list (or equivalent methodology) shall be used to evidence capture and delivery of enhancements.
- 2.1.7 Following the service provision, Suppliers will:
 - ensure a thorough and suitable knowledge transfer to the Buyer
 - execute the appropriate exit plan (as detailed in Call-off Schedule 10)
- 2.1.8 The skills and capabilities required are set out at Annex 1 which are mapped to the SFIA Framework and the Digital Data and Technology (DDaT) roles being promoted by GDS. There are a limited number of additional roles (for example, covering Cyber Security) which are yet to be reflected in SFIA, which are also included under Annex 1.
- 2.1.9 Annexes 1 and 2 may be refreshed on the two-year anniversary of the Framework Start Date and, thereafter, once per year by CCS, in consultation with the Buyer and Suppliers. Deliverables will not commence any Retirement under any Call-Off Contracts without the prior written agreement of the Buyer obtained by Variation.
- 2.1.10 The maximum Call-Off Initial Period for this provision shall be five years, including the initial term and any extensions.
- 2.1.11 Supplier staff must be BPSS cleared and SC cleared (or clearance in process) based on the standard exclusions.

2.1.12 Suppliers may be required to provide a comprehensive technical pack in support of:

- Creating and evolving the business case for investment
- Contributing to the pack to be issued to procure the build (Beta phase and beyond);
- Optionally supporting bid clarifications, technical evaluation and related activities; and
- Providing technical continuity into the build

2.1.13 The service provision covers the GDS phases from Discovery through to transition to Live and Retirement (as applicable) for larger projects / programmes.

2.1.14 This Service Provision includes GDS Alpha phase type activity such as:

- Building and testing prototypes;
- Demonstrating one or more options are technically possible;
- Identifying problems (technical spikes) and how to solve them;
- Estimating costs; and
- Refining risks for a future build (or buy)

2.1.15 The Buyer may run a Further Competition Procedure or a Capability Down-Select followed by further competition. (See Framework Schedule 7 – ‘Call-offs’ for further details).

2.1.16 In all instances of Further Competition, the Buyer will issue a Statement of Requirement which may cover a range of requirements, including the following:

- Private Beta - Developing the solution to a point where it can be user tested by “friendly” users;
- Public Beta - Rolling out the solution to a wider audience of end users; and
- Run & maintenance - running and maintaining the live solution
- Security - security architecture, security risk assessment, security processes (forming part of DevSecOps).

2.1.14 Capability Down-select suppliers will be contacted by the provided contact details when they enter the Framework or by the e-sourcing tool. It is the suppliers’ responsibility to ensure contact details are up to date. It is also the Supplier’s responsibility to monitor mailboxes provided.

2.1.15 The Capability Down-select will be offered to Buyers via an excel matrix tool. Buyers will use the Supplier shortlist generated from the Capability Down-select Matrix to run their Further Competition.

2.1.16 The Buyer may also Direct Award using the Supplier’s catalogue maximum day rates (as described in section 3) or price on request.

2.2 Service Provision 2: Commercial Off-The-Shelf (COTS) Software

2.2.1 This Service Provision covers COTS software offering any or all of the following technologies either via cloud, on-prem or hybrid solutions. The service provision includes software licences, support and maintenance. Also, implementation services for the related software.

Big Data Management
<ul style="list-style-type: none"> Technology used for the collection, storage, governance, organization, quality assessment, control, virtualisation, administration and delivery of large repositories of data. <i>(Large repositories would be considered to be a collection of varied data stores holding structured, semi structured and/or unstructured data in volumes from megabytes to multiple petabytes.)</i> Data cleansing, profiling, movement, classification, presentation, migration, integration, preparation, transformation and export
Data Mining, Risking and Science
<p>63. Technology used for extracting and discovering patterns in large data sets involving methods at the intersection of machine learning, statistics, and database systems.</p> <p>64. Anomaly detection, association rule learning, clustering, classification, regression, summarization</p> <p>65. Technology to enable risk and business rules to be defined and applied against data in transit and at rest</p> <p>66. Technology used to provide enabling and core functionality required to carry out data science.</p>
Machine Learning & Artificial Intelligence
<p>67. Model build, training, testing, deployment, monitoring.</p> <p>68. Technology used to label/annotate raw data to add a more meaningful label to aid ML</p> <p>69. Applying AI within a big data environment to provide systems the ability to automatically learn and improve from experience without being explicitly programmed.</p>
Reporting & Analytics

<p>70. Technology used to translate data into information and transform data and information into insights,</p> <p>71. Analysis of data or statistics, used for the discovery, interpretation, and communication of meaningful patterns in data.</p> <p>72. Applying data patterns towards effective decision making.</p> <p>73. Technology used to provide a range of visual representations of data sets.</p>
Search and Data Discovery
<p>74. Technology used to allow a search through high volumes of data - including documents - to retrieve the required terms and information, making data more accessible, such as extracting text from images.</p> <p>75. Technology used to detect patterns and outliers by visually navigating data or applying guided advanced analytics.</p>

2.2.2 This service provision includes:

2.2.2.1 Licenses for:

- individual software modules
- configurations of modules for whole systems
- anything as a Service, such as Software as a Service or Platforms as a Service

2.2.2.2 Consultancy for installation, configuration, integration, application design, systems architecture, testing, data migration and software development of the above associated licenses.

2.2.2.3 Support and maintenance services for the above.

2.2.3 Suppliers awarded a place on this Framework Contract for this Service Provision must comply with the following mandatory requirements and deliverables:

2.2.3.1 The Supplier must be able to provide the installation, implementation and configuration of software, where required by the Buyer.

2.2.3.2 The Supplier must be able to provide or make arrangements for the software support and maintenance services for software products purchased via this Framework Contract.

2.2.3.3 The Supplier must be able to provide renewals and enhancements of existing commoditised support and maintenance service agreements, where required by the Buyer.

2.2.3.4 The Supplier, if required during a Call-Off Contract, must be able to accommodate changes to the Buyer's requirements and usage.

2.2.3.5 The Supplier must provide pre-sales support for specification clarification, where required by the Buyer.

2.2.3.6 The Supplier must provide advice to Buyers on opportunities to transfer software licences to other public bodies when those licences are no longer required by the Buyer. The Supplier must also provide advice on appropriate license types to meet usage needs.

2.2.3.7 The Supplier must provide Application Support and Maintenance. Ensuring the resolution of defects and maintaining the performance of applications in line with defined Service Levels.

2.2.3.8 As part of any COTS software offering, the supplier should have the following range associated to the extent appropriate for the offering:

- Data Management
- Identity and Access Management (IAM)
- User Authentication
- Monitoring
- Intrusion Detection
- Virus scanning
- Security Logs
- Encryption
- Incident Management
- Reliability and Backup
- Disaster Recovery
- Physical Security
- Return of Customer Data
- Deletion of Customer Data

2.2.3.9 The Supplier must ensure that support and maintenance services are available for the version of software licensed via Call Off Contracts for a minimum of twelve (12) months from the date of the original license sale, if required by the Buyer.

2.2.4 The Buyer may run a Further Competition Procedure or EOI followed by Further Competition. In both instances, the Buyer will issue a Statement of Requirements.

2.2.5 The Buyer may also Direct Award using the Supplier's online catalogue listings (as described in section 3) or via price on request.

3. Catalogue

- 3.1 Direct Awards may be used by the Buyer to purchase the deliverables at 2.1.1 and 2.2.1 above. This may be done using CCS’s online Catalogue and the pricing provided by the Supplier within that or by approaching the Supplier directly via price on request.
- 3.2 The table below describes the Supplier’s obligations in relation to the digital catalogue.

Catalogue content
<p>The Supplier will manage the catalogue as follows;</p> <p>3. For Lot 1, maximum day rates provided will be fixed for the duration of the framework, so will not change from that provided within the Supplier’s Framework Tender at Framework Schedule 2.</p> <p>2 For Lot 2, a live Catalogue remains in place throughout the term of the Framework Contract.</p> <p>3 Ensure Catalogues are submitted to CCS in the correct format and with all required content. Please note, the information required from suppliers to populate catalogue content is subject to change.</p> <p>4 Ensure that all sales related to catalogue purchases are recorded and reported appropriately to CCS via their monthly Management Information (MI) return.</p>

4. Ways of Working

4.1 General

4.1.1 The Supplier must participate in Framework Contract management activities, for example, management meetings with CCS and/or its procurement partners in relation to this Framework Contract and their general public sector business. These would be at mutually agreed intervals, and based on the agreed SRM approach.

4.1.2 The Supplier must provide and maintain records and reports to show service levels achieved for the solution. (Frequency and content to be agreed with the Buyer.) This will include agreeing future requirements and developments, including innovation and continuous improvement plans.

4.1.2 The Supplier must provide all quotations in a manner that clearly demonstrates to the Buyers the different costs associated with their procurement, software, services, on-going support and maintenance and any other costs and any limitations or assumptions that have been made in arriving at the proposed pricing.

- 4.1.3 The Supplier must ensure software support and maintenance charges include all updates for changes to the taxation regime applied by HMRC, changes to law by legislators and changes in regulation by regulatory bodies. If the Supplier believes that an extraordinary charge is required to cover the cost for any changes, this may only be issued to Buyers with the Approval of CCS.
- 4.1.4 The Supplier must provide advice and assistance to Buyers seeking to reduce their management costs through shared services, aggregated procurements or asset management.
- 4.1.5 The Supplier must work with CCS to market and promote the Framework Contract to CCS's customers. This may include and not be limited to, case studies from contracts awarded via the Framework Contract, marketing material, website pages and webinars. At frequencies mutually agreed between CCS and the Supplier.
- 4.1.7 It is a clear expectation that the Suppliers shall invest in the establishment and maintenance of an ongoing relationship with the Buyer.
- 4.1.8 Suppliers shall meet the Buyer's SLAs for timescales in providing impact responses, for signing Statements of Requirement and in the provision of resources following a signed Statement of Requirement.
- 4.1.9 The Supplier will provide a thorough knowledge transfer following the completion of work. Where appropriate, the Supplier will also support the reduction of skills gaps to assist with the generation of intelligent in-house capabilities.
- 4.1.10 Any Intellectual Property arising directly from work under a Call-Off Contract placed via the Framework Contract will be owned by and will remain with the relevant Buyer, as per our Core Terms.

4.2 Methodologies

- 4.2.1 Where appropriate, the Supplier will typically be expected to adopt an agile development process, (using methodologies including Scrum and Kanban) starting with user needs. The methodology will be outlined in the relevant Statement of Requirement.
- 4.2.2 Waterfall development methodology will only be used in exceptional circumstances, where it can be shown to better meet user needs and should be agreed in advance with the Buyer under a Statement of Requirement.
- 4.2.3 In some circumstances both waterfall and agile methodologies may need to be used, and this shall be agreed between the Supplier and Buyer under the Statement(s) of Requirement (SoR).

4.2.4 At Statement of Requirement (SoR) level, Suppliers will be required to work under any of the following **Accountability Models**:

- **Sole Responsibility:** where the Supplier takes on board full responsibility to deliver the discrete Milestones identified. This is most closely aligned with the “outcomes” model under other frameworks. The Supplier will be required to accept the full risk of delivery;
- **Lead Supplier Responsibility:** The Lead Supplier requirement exists on Projects or Programmes of work which will be delivered through statements of work covering products delivered by more than one supplier and/or under more than one capability. One Statement of work will include the additional scope for taking the Lead Supplier role. The Lead Supplier responsibilities are the following:
 - Creation and co-ordination of an overall delivery plan including dependencies between capabilities;
 - Overall knowledge transition and knowledge capture plan;
 - Production and issue of weekly summary status report;
 - Attendance at Change Approval Boards (CAB);
 - Co-ordination of the Security approvals process;
 - Co-ordination of Live Service acceptance.
- **Self-Directed Teams:** where the Supplier provides discreet delivery teams to produce Deliverable Increments as commissioned by the Buyer. This model lends itself to Buyer-led agile development where the specific Deliverable Increment is agreed closer to the point of delivery but where some risk is carried by the Supplier; or
- **Rainbow Teams:** where the Supplier (or possibly more than one Supplier) provides a squad of individuals to work alongside Buyer staff. In this model individuals, whilst managed at a high level by the Supplier, may well be directed at an operational level by someone from another organisation.

4.3 Pricing models

4.3.1 To some extent aligned with the above Accountability Models (but not exclusively so), Suppliers will be expected to operate under one of three pricing models at Statement of Requirement level:

- **Time and Materials** (using maximum day rates);
- **Fixed Price** (based on Statement of Requirement); or
- **Outcome-based pricing**

Provisions for a number of outcome-based options, for example whilst the Supplier may suggest the charging model, it is the Buyer who will decide and the applicable model will be incorporated into each Statement of Requirement.

The Supplier shall monitor the provision of the Deliverables and notify the Buyer where it considers that the activity of the Buyer may impact the Suppliers’ (or its Subcontractors) IR35 assessment in relation to the contractors including where there is any change to the IR35 legislation or any associated national insurance legislation and regulations which may affect the Buyer.

5. Skills and Capabilities

- 5.1 Under individual Statements of Requirement, Suppliers will be required to provide one or more teams of individuals consisting of capabilities listed under the GDS Digital, Data and Technology (“**DDaT**”) Profession Capability Framework supplemented as required by CCS under Annex 1.
- 5.2 The Buyer, under a specific Call-Off Contract or Statement of Requirement, may request additional capabilities (not included under DDaT) but wherever possible these should align with the wider SFIA Skills Framework.
- 5.3 The Supplier is required to evidence any stated capability profile (for validation purposes) if requested, at any time (with reasonable notice), by CCS and/or the Buyer.
- 5.4 The Supplier shall ensure all roles support the Service Manual description of what you need to build a successful service.
- 5.5 The Supplier shall provide capacity and capability covering the technologies specified by the Buyer. These technologies are listed in Annex 3.

6. Standards

- 6.1 The Supplier must:
 - work according to the Technology Code of Practice;
 - work according to the GDS Service Manual and understand what it means to work on one of the Discovery, Alpha, Beta, Live or Retirement phases described in this Specification.
 - Where the Buyer requests it, ensure all activity adheres to the Data Platform Services Delivery Methodology, including status reporting, tracking Risks and Issues and communicating key decisions
 - ensure all services meet the Buyer’s service acceptance criteria
 - ensure compliance with NCSC standards
 - work collaboratively and share information with other Suppliers and the Buyer
 - adhere to the agreed set of testing processes, producing test artefacts and assets described in these standards
 - abide by all relevant policies, including specific security policies
- 6.2 The Supplier must support the Buyer:
 - in complying with the GDS Service Manual;
 - through successful Service Standard assessments;

- to develop Services based on Open Standards Principles and accessible data protocols, to ensure they are interoperable;
- to comply with any adopted open standards that are compulsory in government as described at the following link: <http://standards.data.gov.uk/challenges/adopted>;

6.3 The Supplier must comply with the Standards set out in Annex 3 where relevant (to the level requested by the Buyer) and with any specific Standards incorporated into the relevant Call-Off Contract and each Statement of Requirement.

7. Code of conduct

7.1 The Supplier must support the Buyer according to the Civil Service conduct and guidance, accessible at the following link:

<https://www.gov.uk/government/collections/civil-service-conduct-and-guidance>

8. Collaboration Requirements

8.1 The Deliverables supplied under the Call-Off Contract and each Statement of Requirement may require the Supplier to work in collaboration with other suppliers of the Buyer. In the event that the Deliverables do require such collaboration, the Supplier shall comply with the following:

8.1.1 The Supplier shall:

- work pro-actively with (a) the Buyer, (b) the incumbent providers, and (c) each of the other suppliers and contractors of the Buyer, in a spirit of trust and mutual confidence;
- cooperate with the Buyer's other suppliers and contractors of other goods and/or services to enable and ensure efficient delivery;
- assist in sharing information with the Buyer's other suppliers and contractors for the purposes of facilitating provision of the deliverables;
- provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the deliverables and other services under the Call-Off Contract; and
- procure that the Supplier's Subcontractors provide all cooperation and assistance as required by the Buyer pursuant to the Call-Off Contract.

9. Our social value priorities

9.1 Social Value legislation places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and, in Scotland, to deliver them. These benefits are over and above the core deliverables of Contracts. General information on The Social Value Act can be found at:

- Social Value Act Introduction: <https://www.gov.uk/government/publications/social-value-act-introductory-guide>
- Updated Social Value Procurement Policy Note: <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

9.2 These Social Value priorities are intrinsic to the Specification for this Framework Contract:

- **Tackling economic inequality** – See Paragraph 9.2.1 below
 - Create new businesses, new jobs and new skills – See Paragraph 9.2.1 (i) below
 - Increase supply chain resilience and capacity - See Paragraph 9.2.1 (ii) below
 - **Manage cyber security risks – See Paragraph 9.2.1 (iii) below**
- **Fighting climate change** - See Paragraph 9.2.2 below
 - Effective Stewardship of the environment - See Paragraph 9.2.2 (i)
- **Equal opportunity** - See Paragraph 9.2.3
 - Reduce the disability employment gap - See Paragraph 9.2.3 (i)
 - Tackle workforce inequality - See Paragraph 9.2.3 (ii)

Buyers may identify further specific Social Value priorities based on the updated social value themes during a Call-Off Procedure.

9.2.1 Tackling economic equality

9.2.2.1 (i) Create new businesses, new jobs and new skills

CCS and Buyer(s) encourage suppliers to work with Small, Medium and Large organisations and Voluntary, Community and Social Enterprises to address the Big Data & Analytics skills shortage across the public sector. Support and proactive measures for upskilling the workforce and improving data literacy will be considered as high-quality delivery of public services. This is considered fundamental for cultivating a workforce that is inclusive, well-motivated, well-led and has appropriate opportunities for training and skills development.

Additionally, all organisations with 250 or more employees must publish and report specific figures about their gender pay gap, and we expect Suppliers to progress towards equalising this.

CCS expects our Suppliers and Supplier Supply Chains to support and encourage employment and skills development opportunities for priority groups, including (but not limited to):

people with disabilities;
Ex-offenders;
BAME;
long-term unemployed.

Support for upskilling may be through various activities. For example:

- Apprenticeship and work experience placements;
- Co-creation and/or co-design of services;
- Part-time and full-time employment and flexible working opportunities;
- Supporting individuals to fulfil their potential with further education, employment or training e.g. coaching, mentoring, CV and interview skills;
- Providing funded training and professional development opportunities for existing employees;
- Providing funded training opportunities (for individuals not employed by Supplier);
- Actively identify opportunities to grow supplier diversity;
- Fair and equal pay policy;
- Offering a range of employee assistance schemes;

We encourage Suppliers to diversify their supply chain in line with our goal to increase supply chain resilience, see section 9.2.1(iii). Buyers may test Suppliers' proposed methods for delivering skills development and monitor performance as relevant to their specific requirements as part of the Call-Off Procedure.

9.2.2.1 (ii) Increase supply chain resilience and capacity

CCS and Buyer(s) want to ensure a diverse base of Suppliers and resilient supply chains; this is a key focus at a framework level. CCS and Buyer(s) expect that Suppliers collaborate with SMEs to ensure the service and products provided remain relevant and of high quality.

We expect our Suppliers to support and build supply chain diversity through:

- Subcontracting opportunities to Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs), including the advertisement of all subcontracting opportunities over £10,000 on Contracts Finder as per Joint Schedule 12, Supply Chain Visibility
- Enabling Accessibility through promotion of supply chain opportunities with SMEs & Social Enterprises.
- Supply chain processes that enable the participation of Micro, Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs)
- Cascading prompt payment throughout Supplier supply chains as per Paragraph 4: Pricing and Payments of the Core Terms
- Growth & Development through provision of advice and support to SMEs & SEs to develop resilient local supply chains.
- Learning & Development opportunities to improve data literacy in the supply chain and public sector.

Buyers may test Suppliers' methods for diversifying their supply chain and provision of services under specific requirements as part of the Call-Off Procedure. Appropriate cyber security measures must be in line with section 9.2.1 (iii) Managing cyber security risks.

9.2.2.1 (iii) Managing cyber security risks

Suppliers and subcontractors will be expected to have effective measures to mitigate, detect and manage cyber security risks relating to the contract and subsequent services. The supply chain is particularly vulnerable to attacks and CCS expects Suppliers to demonstrate vigilance with their tier 2 suppliers. Demonstrating an understanding of the CCS requires Suppliers and (where appropriate) Key Subcontractors to hold current Cyber Essentials certification for the duration of the framework term. Buyers may require Suppliers to hold current certification for a longer period depending on the term of Call Off Contracts.

Suppliers and key sub-contractors will be required to undertake CHECK compliant Penetration Testing, with an NCSC approved provider, prior to 'Go Live' and annually thereafter. Further information can be found at:

- [NCSC Using a CHECK Provider](#)
- [NCSC Penetration Testing](#)

Buyers are at liberty to use additional Security Questionnaires that are proportionate to the risk and sensitivity of data processed and scope of the project as part of the Call-Off Procedure

9.2.2 Fighting climate change

9.2.2 (i) Effective Stewardship of the Environment

The 25 Year Environment Plan sets out what the Government intends to do to improve the environment: <https://www.gov.uk/government/publications/25-year-environment-plan>.

A priority for CCS and Buyer(s) is for Suppliers to support Government targets through best endeavours to reduce harm to the environment. The UK government set the ambitious climate change [target to reduce emissions by 78% by 2035 into law](#). Suppliers should demonstrate understanding of the negative impacts of their industry and how they are addressed, through action, supply chain collaboration and innovation. An example of this is the implementation of sustainable software engineering and decarbonising the supply chain.

All Government Departments are mandated to buy in line with the Government Buying Standards (GBS) which set minimum mandatory buying standards for certain goods and services, including ICT equipment. Suppliers will be expected to support the delivery of the Government's targets for eliminating the use of single use plastics, ensuring the safe disposal of waste, tackling climate change and cutting greenhouse gases.

Buyers may test Suppliers' approaches to supporting environmental sustainability, where relevant to their specific requirements as part of the Call-Off Procedure.

9.2.3 Equal opportunity

9.2.3 (i) reduce the disability employment gap

CCS and Buyer(s) recognise the importance and benefit of a diverse workforce. Suppliers must ensure there are opportunities in the contract workforce to employ and develop more disabled people in new skills relevant to the contract, including through training schemes that result in recognised qualifications.

Examples of appropriate methods include, but are not limited to;

- Inclusive and accessible recruitment practices, and retention-focussed activities, including those provided in the Guide for line managers on recruiting, managing and developing people with a disability or health condition.
- Introducing transparency to pay and reward processes.
- Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.
- Working conditions which promote an inclusive working environment and promote retention and progression.
- Other measures to provide equality of opportunity for disabled people into employment, including becoming a Disability Confident employer and inclusion of supported businesses in the contract supply chain

Buyers may test Suppliers' approach and incentives that support a diverse workplace where relevant to their specific requirements as part of the Call-Off Procedure.

9.2.3 (ii) Tackling workforce inequality

CCS and Buyer(s) have an important role to ensure the Suppliers they work with understand their role reducing workforce inequality. Suppliers must understand the issues affecting inequality in employment, skills and pay in the market, industry or sector relevant to the contract, and in the tenderer's own organisation and those of its key sub-contractors. Illustrative examples of measures on place to address workforce inequality are:

- Inclusive and accessible recruitment practices, and retention-focussed activities.
- Offering a range of quality opportunities with routes of progression if appropriate, e.g. T Level industry placements, students supported into higher level apprenticeships.
- Working conditions which promote an inclusive working environment and promote retention and progression.
- Demonstrating how working conditions promote an inclusive working environment and promote retention and progression.

- A time-bound action plan informed by monitoring to ensure employers have a workforce that proportionately reflects the diversity of the communities in which they operate, at every level.
- Including multiple women, or others with protected characteristics, in shortlists for recruitment and promotions.
- Using skill-based assessment tasks in recruitment.
- Using structured interviews for recruitment and promotions.
- Introducing transparency to promotion, pay and reward processes.
- Positive action schemes in place to address under-representation in certain pay grades.
- Jobs at all levels open to flexible working from day one for all workers.
- Collection and publication of retention rates, e.g. for pregnant women and new mothers, or for others with protected characteristics.
- Regular equal pay audits conducted.

The buyers can access a supplier's planned or existing measures as part of the Call-Off procedure.

9.3 Social Value reporting requirements

CCS expects Suppliers to be prepared to:

- provide delivery plans and reporting of impacts and performance of social value to buyers (e.g. method statements and KPIs), as may be required at call-off.
- provide delivery plans and reporting of impacts and performance of social value to CCS covering one or more call-off contracts throughout the life of this contract.
- measure and report (when requested) the number, value and % of total contract spend of opportunities awarded to: SMEs, VCSEs and Mutuals.

ANNEX 1 to Annex B

Required Skillsets

Cluster	SFIA Role Family	DDaT Roles
Data	DataEngineer	Head of Data Engineering, Lead/Senior/]Data Engineer
	DataScientist	Head of Data Science, Lead/Principal/Associate/ Trainee Data Scientist
	PerformanceAnalyst	Head of Performance Analysis, Lead/Senior/Associate/Performance Analyst
	Data Analyst	Associate Data Analyst Senior Data Analyst Principal Data Analyst
IT Ops	BusinessRelationshipManager	Lead/Senior/Business Relationship Manager
	ChangeandReleaseManager	Change and Release Manager/Analyst, Configuration Analyst
	CommandandControl	Head of Command and Control, Operational Control Manager, Senior Ops/Ops Analyst C&C
	ApplicationsOperations	Principal/Lead/Senior/Associate/ Engineer - Application Operations
	EngineerEndUser	Principal/Lead/Senior/Associate/ Engineer - End User Computing
	EngineerInfrastructure	Principal/Lead/Senior/Associate/ Engineer - Infrastructure Ops
	ITServiceManager	Head of IT Service Management, Senior/IT Service Manager, IT Service Analyst
	ProblemManager	Problem Manager, Problem Analysis
	ServiceDeskManager	Head of Service Desk, Service Desk Manager, Senior/Service Desk Analyst

	ServiceTransitionManager	Lead Service/Service Transition Manager, Service Readiness/Acceptance Analyst
Product Delivery	BusinessAnalysis	Principal/Senior/Junior/Business Analyst
	Delivery	Head of Delivery Management, Service Owner, Programme/Senior/Associate/ Delivery Manager
	ProductManager	Head/Lead/Senior/Associate/Product Manager
Cluster	SFIA Role Family	DDaT Roles
Quality Assurance and Testing	QATAnalyst	Lead QAT Tester, QAT Analyst, Lead/Data Engineer
	TestEngineer	Lead/Test Engineer, Lead Data Engineer, Tester
	TestManager	Test Manager
Technical	DataArchitect	Chief/Senior/Data Architect
	DevOps	Principal/Lead/Senior/Junior/ Apprentice/Dev Ops
	InfrastructureEngineer	Principal/Lead/Senior/Associate/ Infrastructure Engineer
	NetworkArchitect	Lead/Associate/Network Architect
	SecurityArchitect	Principal/Lead Security Architect, Senior Technical Architect
	Security Risk Assessor	Principal/Lead/Senior/Associate/Risk Assessor
	SoftwareDeveloper	Principal/Lead/Senior/Associate/ Software Developer
	TechnicalArchitect	Principal/Lead/Senior/Associate/ Technical Architect

User Centred Design	ContentDesigner	Head of Content Design, Lead/Senior/Associate/Junior/ Content Designer
	GraphicInteractionDesigner	Head of Graphic/Interaction Design, Lead/Senior/Associate/Junior/ Graphic/Interaction Designer
	ServiceDesigner	Head of Service Design, Lead/Senior/Associate/Junior/ Service Designer

The above role titles may be different to those currently in use by your organisation. There are various online resources (e.g. sfia-online.org), which map commonly used specific roles into the above table structure.

The Role Cluster on Security is not yet formally covered by SFIA. This is based on the team capabilities on Security whilst the Cyber Security Consultant is based on the digital specialists roles for such a title and both are being used in the Digital Outcomes and Specialists framework.

Maximum day rates will not be requested for roles not listed above.

ANNEX 2 to Annex B

Standards

The Supplier shall be required to comply with the following Standards where relevant (Section 5 of this Schedule) and where a Standard is accessed via a URL, the version of the Standard set out on that web page shall be the version of the Standard that shall apply to a Call-Off Contract or Statement of Requirement upon execution of the same:

1.	General
1.1	ISO 9000; ISO 9001:2015 Quality Management
2.	IG and Security
2.1	10 Steps to Cyber Security' guidance: https://www.ncsc.gov.uk/guidance/10-steps-cyber-security
2.2	BS ISO 22301:2012 Societal security – Business Continuity management systems – Requirements
2.3	BS ISO 27001:2013 Information and Data Security
2.4	BS ISO/IEC 27002:2013 Information technology — Security techniques — Code of practice for information security controls
3.	Development and System Design Services
3.1	BS ISO/IEC 12207:2017 Systems and software engineering.
3.2	BS 8878:2010 Web accessibility. Code of Practice.
3.3	Open Standards: "Open Standards Principles 2018: For software interoperability, data and document formats in government IT specifications" (which can be found at https://www.gov.uk/government/publications/open-standards-principles) and any supplementary or replacement government guidance.
3.4	Adopted Open Standards as detailed on the Standards Hub https://www.gov.uk/government/publications/open-standards-for-government
3.5	Web Content Accessibility Guidelines (WCAG) 2.0 to level AA; or WCAG 2.1, (as updated pursuant to the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018), WCAG 2.2 (once in place)
4.	Buyer Standards
4.1	Such other standards and requirements as notified by the Buyer to the Supplier (including successor standards and requirements).

ANNEX 3 to Annex B

Technologies & Products

The following table details common/existing tools and products used by Buyers.

Advanced Analytics and Cognitive	Data Acquisition and Management	Platforms	Reporting and Dashboarding	Risking	Search and Discovery
RStudio RStudio Connect RShiny SAS SAS Viya OpenStreetMaps Anaconda Python	2 Pentaho PDI 3 Talend 4 Denodo 5 Informatica Axon 6 Informatica EC 7 Informatica DPM 8 Informatics PM 9 RDS (MySQL) 10 MySQL 11 RDS (Oracle) 12 Oracle 13 Postgres 14 Amazon Redshift 15 Neo4J 16 Cloudera CDH/CDP 17 RabbitMQ 18 Apache KAFKA 19 Logstash 20 SAP PowerDesigner 21 S3 22 Selenium Grid 23 Flume 24 Scala	<ul style="list-style-type: none"> • SOS Berlin JobScheduler • Telegraf • Kibana • Filebeat • Journalbeat • Vault • Device42 • OpenLDAP • Kerberos KDC • Cloudera Director • Jenkins • Bash • Abacus • Artifactory • Terraform • Attunity Connect • RedHat Enterprise Linux (RHEL) • OpsView • Jira • Confluence • Jira Service Desk • Graphana • Windows Server • Gitlab 	PowerBI Premium Pentaho BA Jira Confluence	3. BRMS 4. Drools 5. Java 6. Spring 7. Angularjs 8. SAS Intelligent Decisioning 9. SAS Decision Manager	2. Java (Bespoke) 3. Guardium 4. CGI Strata 5. Solr 6. ElasticSearch 7. Spring 8. Angularjs 9. Python

Annex C - Defra's mandated processes and policies

- Incident Management
- Change & Release Management
- Configuration & Asset Management
- Problem Management
- Service Request Fulfilment
- Service Level Management

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Core Terms



Crown
Commercial
Service

Core Terms

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

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1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

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- (a) verify the accuracy of the Due Diligence Information; or
- (b) properly perform its own adequate checks.

- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
- 2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

time of transfer of ownership.

- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

- 3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable,

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

the Charges) must be reduced by an agreed amount by using the Variation Procedure.

- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:

- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
- (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
- (c) the Supplier is entitled to additional time needed to make the Delivery; and
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

- 5.2 Clause 5.1 only applies if the Supplier:

- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date; and
- (c) in accordance with UK GDPR, including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

- 6.3 The Relevant Authority or an Auditor can Audit the Supplier.

- 6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (a) tell the Relevant Authority and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
 - (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

- 8.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform each Contract;
- (b) each Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
- (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
- (g) it is not impacted by an Insolvency Event; and
- (h) it will comply with each Call-Off Contract.

- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
- (b) non-payment by the Supplier of any Tax or National Insurance.

- 8.4 All claims indemnified under this Contract must use Clause 26.

- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

10. Ending the contract or any subcontract

10.1 Contract Period

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

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

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 working days .

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) the events in 73 (1) (a) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

- 10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
- (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is under Clause 10.2.
- 10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

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

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

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

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

- (a) any indirect Losses; or
- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- (a) Deductions; and
- (b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

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

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

- (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

- the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
 - (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - (d) where requested by Parliament; or
 - (e) under Clauses 4.7 and 16.
- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

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

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

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

22. Giving up contract rights

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

23. Transferring responsibilities

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
- (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
- (a) agree that the Contract continues without the Variation; or
 - (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
 - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

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

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.
- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

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

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

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

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
- (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- (a) Law;
- (b) Clause 12.1; or
- (c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

Crown Copyright 2018

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

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

Call-Off Schedule 4 (Call Off Tender)

Call-Off Ref:

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